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DOCUMENTS

OF THE

ASSEMBLY

OF THE

STATE OF NEW YORK.

ONE HUNDRED AND TWENTY-SEVENTH SESSION.

1904.

VOL. XXII.—NOS. 55 TO 61 (PART 1).

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

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FOURTH ANNUAL REPORT

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OF THE

COMMISSIONERS

OF THE

Palisades Interstate Park

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FOURTH ANNUAL REPORT

OF THE

COMMISSIONERS

OF THE

Palisades Interstate Park

PRESENTED TO THE LEGISLATURE, MARCH 30, 1904.

ALBANY
OLIVER A. QUAYLE
STATE PRINTER, TROY
1904

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STATE OF NEW YORK

No. 55.

IN ASSEMBLY,

MARCH 18, 1904.

FOURTH ANNUAL REPORT

OF THE

COMMISSIONERS

OF THE

Palisades Interstate Park.

NEW YORK CITY, *March* 15, 1904.

The Honorable S. FREDERICK NIXON, *Speaker of the Assembly, Albany, N. Y.:*

Dear Sir—I have the honor to transmit herewith to the Legislature of the State of New York the fourth annual report of the Commissioners of the Palisades Interstate Park, as required by law.

Very respectfully yours,

J. DU PRATT WHITE,

Secretary.

REPORT.

NEW YORK CITY, *January* 31, 1904.

To the Legislature of the State of New York:

In pursuance of chapter 690 of the Laws of 1901 the Commissioners of the Palisades Interstate Park have the honor to present to the Legislature their fourth annual report, for the year 1903, as of the date of January 15, 1904.

Since the date of the last report a vacancy was caused in the personnel of the commission by the death of Mr. Abram S. Hewitt.

Mr. William B. Dana, of Englewood Cliffs, N. J., was appointed a commissioner by Hon. Benjamin B. Odell, Jr., Governor of the State of New York, to fill the vacancy.

The present commissioners and officers of the commission are as follows:

George W. Perkins, President, New York city.

Franklin W. Hopkins, Vice-President, Alpine, N. J.

J. Du Pratt White, Secretary, Nyack, N. Y.

Ralph Trautmann, Treasurer, New York city.

Nathan F. Barrett, New Rochelle, N. Y.

William B. Dana, Englewood Cliffs, N. J.

Abram De Ronde, Englewood, N. J.

William A. Linn, Hackensack, N. J.

D. McNeely Stauffer, Yonkers, N. Y.

Edwin A. Stevens, Hoboken, N. J.

The commission has still only one salaried employee, viz, a legal assistant to the secretary, at a salary of $125 per month, which is a joint charge of both commissions.

In the following report no attempt has been made to separate the transactions of the New York Commission from those of the New Jersey, or vice versa. The personnel of the two commissions has always been the same, as was contemplated by the statute of each State, and the operations of the two commissions have naturally and fortunately been not only in entire accord, but distinct only in so far as the actual record title to land, money and other property is concerned. The transactions of the two commissions have been in reality the carrying out of the one proposition contemplated by the statutes of both States. In the following report, therefore, the figures referring to land and other property and the expenditures of money are the actual figures of the transactions of the two commissions.

By the first of January, 1903, the commission had secured title to 17,980 feet of shore frontage south of Huyler's Landing at a cost of $205,948.33, and 4,066.5 feet of shore frontage north of Huyler's Landing at a cost of $25,013.27.

During the year 1903 the commissioners acquired title to 6,612 feet of shore frontage, or 45.954 acres, south of Huyler's Landing, at a cost of $21,538.50, which figure includes amounts paid for buildings, other improvements, riparian leases, and rights of way on top of the Palisades running from the cliffs to the public roads to the west.

During the same year the commission has also acquired, north of Huyler's Landing, 3,765 feet of shore frontage at a cost of $16,814.40.

There remains to be acquired in New Jersey south of Huyler's Landing 7,670 feet of shore frontage, held by about eighteen separate owners, and north of Huyler's Landing 18,290 feet of shore front-

age, held by about twenty-two separate owners. Of the frontage above Huyler's Landing not yet secured, one estate holds about 8,045 feet, and one individual holds about 3,330 feet, or, together, about 136 acres.

Upon the basis of acreage the commission has to date acquired 223.94 acres out of a total of the 291.62 acres south of Huyler's Landing, and 101.40 acres out of a total of 332 acres north of Huyler's Landing.

The commission has to date expended for land, buildings, improvements and riparian rights the sum of $344,264.67. The land now remaining unpurchased is, with the exception of a few large holdings, made up chiefly of small isolated tracts, and in some cases only of undivided interests in tracts.

The commission found a majority of the titles in the northern section defective. In some cases it was possible only after vexatious delays to clear the titles, while in others the efforts were unsuccessful. These latter titles can only safely be acquired by condemnation proceedings.

All of which is respectfully submitted.

FRANKLIN W. HOPKINS,

Vice-President.

Attest:

J. Du Pratt White,

Secretary.

Financial Statement.

DR.

Balance as per third annual report (Assembly No. 22)		$36,142 72

CR.

For the purchase of land	$26,274 15	
For interest on mortgages and leases acquired	648 94	
To Leonard H. Smith, for legal services and disbursements	1,299 67	
North Jersey Title Guaranty Company, for examination and insurance of titles	314 10	
For office rent	330 00	
For insurance	10 00	
For stenographic work	37 09	
For memorial to Abram S. Hewitt	50 00	
For printing	4 60	
		28,968 55
Balance from the above appropriation		$7,174 17

New York State School for the Blind, Batavia, N. Y.
Main Building, Front View.

THIRTY-FIFTH ANNUAL REPORT

OF THE

BOARD OF MANAGERS

AND

SUPERINTENDENT

OF THE

NEW YORK STATE SCHOOL FOR THE BLIND,

BATAVIA, N. Y.

For the Year 1902-1903.

TRANSMITTED TO THE LEGISLATURE MARCH 28, 1904.

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

STATE OF NEW YORK.

No. 56.

IN ASSEMBLY,

MARCH 28, 1904.

THIRTY-FIFTH ANNUAL REPORT

OF THE

Board of Managers and Superintendent of the New York State School for the Blind, Batavia, N. Y.

TRUSTEES' REPORT.

To His Excellency the Governor, and the Legislature of the State of New York:

We herewith transmit to you the thirty-fifth annual report of the management of the New York State School for the Blind, at Batavia, New York.

FRANK S. WOOD, *Chairman,*
MRS. WOLCOTT J. HUMPHREY,
AUSTIN W. WHEELOCK,
Committee.

BOARD OF TRUSTEES.

Name.	Appointed by	Date.	Expiration of office.
CORTLAND CROSMAN, Alexander.	Gov. Black....	Mar. 29, 1898	April 4, 1905
MRS. W. J. HUMPHREY, Warsaw*.	Gov. Flower...	May 29, 1893	April 4, 1909
WILLIAM F. HUYCK, Le Roy.....	Gov. Roosevelt.	Mar. 23, 1900	April 4, 1907
F. PARK LEWIS, M. D., Buffalo†....	Gov. Flower...	May 29, 1893	April 4, 1905
MRS. BELLE F. MAYER, Buffalo...	Gov. Odell.....	April 4, 1903	April 4, 1907
HENRY S. OSTRANDER, Knowlesv'e.	Gov. Roosevelt.	Mar. 23, 1900	April 4, 1903
GEORGE E. PERRIN, Batavia.....	Gov. Odell....	April 20, 1901	April 4, 1907
FRANK S. WOOD, Batavia†.....	Gov. Morton...	Jan. 23, 1895	April 4, 1903
AUSTIN W. WHEELOCK, Moscow..	Gov. Roosevelt.	April 26, 1899	April 4, 1905

OFFICERS OF THE BOARD.

President.....F. PARK LEWIS, M. D.

Secretary and Treasurer.....FRANK S. WOOD.

EXECUTIVE COMMITTEE.

CORTLAND CROSMAN, *Chairman*, WILLIAM F. HUYCK,

GEORGE E. PERRIN.

FINANCE COMMITTEE.

MRS. W. J. HUMPHREY, *Chairman*, HENRY S. OSTRANDER,

MRS. BELLE F. MAYER.

INDUSTRIAL COMMITTEE.

MRS. BELLE F. MAYER, *Chairman*, FRANK S. WOOD,

AUSTIN W. WHEELOCK.

COMMITTEE ON ANNUAL REPORT.

FRANK S. WOOD, *Chairman* MRS. W. J. HUMPHREY,

AUSTIN W. WHEELOCK.

---

*Reappointed by Govs. Black and Odell.
† Reappointed by Gov. Black.

OFFICERS AND TEACHERS, 1902-1903.

Superintendent.....OLIN HOWARD BURRITT, M. A.
University of Rochester.

LITERARY DEPARTMENT.

ERNEST L. SANFORD, A. B., Principal.....High School.
Colgate University.

NITA FORD DUSTIN, B. L.....High School.
Smith College.

FLORENCE J. BIGELOW.....High School and Grammar.
Geneseo State Normal.

CORNELIA PHELAN.....Intermediate.
Lewiston High School.

MARY A. DOOLEY.....Primary.
Solvay High School.

MARY E. SCARFF.....Primary.
Brockport State Normal and University of Chicago.

CHARLOTTE H. WEED.....Kindergarten.
Rochester Kindergarten Training Class.

LENA B. MILLER.....Kindergarten.
Utica Kindergarten Training Class.

ELIZABETH S. BLOUNT.....Typewriting.
Batavia High School.

DEPARTMENT OF MUSIC.

LILLIAN LESTER GREENE,
Musical Director and Instructor in Theory, Piano, Pipe Organ and Senior Choir.
American Institute of Applied Music; pupil of William Mason, Mus. Doc., A. R.
Parsons and Kate S. Chittenden, New York.

EMILY P. HARTSHORN.....Theory, Piano and Preparatory and Junior Choirs.
Oberlin Conservatory.

GRACE E. BARTLETT.....Piano.
Ingham University.

AUGUSTUS FRICKER.....Violin and other Orchestral Instruments.
Pupil of G. Gilbert Caught, Henry Jacobson, Frank Davidson, Prof. Czerwinski and Prof. Marcosson.

CHARLES A. HINE.....Voice.
Pupil of Perley Dunn Aldrich.

FRANK S. HARRIS.....Piano Tuning.
New England Conservatory and Vose & Son's Factory.

INDUSTRIAL DEPARTMENT.

LOUIS J. H. CRAFT.....Master of Handicraft.
MRS. HARRIET E. PIERSON.....Mistress of Handicraft.

PHYSICAL DEPARTMENT.

JAMES P. CLARK.....Physical Instructor.

HOUSEHOLD DEPARTMENT.

MINNIE J. GOULD.....Girls' Matron.
JESSIE D. HINSDALE.....Boys' Matron.
MRS. M. P. ANNABEL.....Housekeeper.

OFFICERS.

LORENZO BURROWS, Jr., M. D.....Ophthalmic Examiner.
E. MAUDE HAZEN.....Stenographer.
AMY H. POST.....Stereotyper.
PETER THOMAS.....Steward and Storekeeper.
ALLAN TILLAPAUGH.....Accountant.
FRANK L. TOZIER, M. D.....Physician.

OFFICERS AND TEACHERS, 1903-1904.

Superintendent.....OLIN HOWARD BURRITT, M. A.
University of Rochester.

LITERARY DEPARTMENT.

CLARENCE E. FORD, A. B., Principal.....High School.
Colgate University.

NITA FORD DUSTIN, B. L.....High School.
Smith College.

FLORENCE J. BIGELOW.....High School and Grammar.
Geneseo State Normal.

CORNELIA PHELAN.....Intermediate.
Lewiston High School.

MARY A. DOOLEY.....Primary.
Solvay High School.

MARY E. SCARFF.....Primary.
Brockport State Normal and University of Chicago.

CHARLOTTE H. WEED.....“Connecting Class.”
Rochester Kindergarten Training Class.

LENA B. MILLER.....Kindergarten.
Utica Kindergarten Training Class.

ELIZABETH S. BLOUNT.....Typewriting.
Batavia High School.

DEPARTMENT OF MUSIC.

LILLIAN LESTER GREENE,
Musical Director and Instructor in Theory, Piano, Pipe Organ and Senior Choir.
American Institute of Applied Music; pupil of William Mason, Mus. Doc., A. R. Parsons and Kate S. Chittenden, New York.

MAUDE S. LEPPERT, A. B.....Theory, Piano and Preparatory and Junior Choirs.
Clinton Liberal Institute and Vassar College.

GRACE E. BARTLETT.....Piano.
Ingham University.

AUGUSTUS FRICKER .....Violin and other Orchestral Instruments.
Pupil of G. Gilbert Caught, Henry Jacobson, Frank Davidson, Prof. Czerwinski and Prof. Marcosson.

CHARLES A. HINE.....Voice.
Pupil of Perley Dunn Aldrich.

FRANK S. HARRIS.....Piano Tuning.
New England Conservatory of Music and Vose & Son's Factory.

INDUSTRIAL DEPARTMENT.

LOUIS J. H. CRAFT.....Master of Handicraft.
MRS. HARRIET E. PIERSON.....Mistress of Handicraft.

PHYSICAL DEPARTMENT.

FRED A. BELLAND.....Physical Instructor.
Ypsilanti Normal College.

HOUSEHOLD DEPARTMENT.

MINNIE J. GOULD.....Girls' Matron.
JESSIE D. HINSDALE.....Boys' Matron.
MRS. M. P. ANNABEL.....Housekeeper.

OFFICERS.

LORENZO BURROWS, JR., M. D.....Ophthalmic Examiner.
E. MAUDE HAZEN.....Stenographer.
AMY H. POST.....Stereotyper.
PETER THOMAS.....Steward and Storekeeper.
FRANK L. TOZIER, M. D.....Physician.

ANNUAL FINANCIAL STATEMENT.

GENERAL FUND.

Receipts.

1902.				
Oct.	1.	To balance general fund.....		$264 95
1903.				
Sept.	30.	To amount from Comptroller.	$38,503 93	
		To amount from counties.....	1,068 58	
		To amount from sales.....	386 63	
				39,959 14
				$40,224 09

Expenditures.

1903.			
Sept.	30.	By paid salaries and wages.....	$23,818 71
		By paid expenses of managers	336 48
		By paid provisions.....	7,187 18
		By paid household stores.....	805 36
		By paid clothing.....	723 76
		By paid fuel and light.....	4,174 12
		By paid hospital and medical supplies...	212 59
		By paid shop, farm and graden.....	1,278 83
		By paid ordinary repairs.....	131 35
		By paid transportation of pupils.....	172 70
		By paid miscellaneous.....	1,361 26
Oct.	1.	Balance	21 75
			$40,224 09

SPECIAL FUNDS.

Chapter 405, Laws 1901, appropriation:		
Repairs and betterments, appropriation		$1,500 00
Expenditures the past year	$545 06	
Previously expended	710 82	
Balance re-appropriated	244 12	
Chapter 405, Laws 1901, appropriation:		
Library and apparatus, appropriation		$1,000 00
Expenditures	$445 79	
Balance, re-appropriated	554 21	
Chapter 405, Laws 1901, appropriation:		
Painting, appropriation		$1,000 00
Expenditures the past year	$596 66	
Previously expended	403 34	
Chapter 405, Laws 1901, appropriation:		
Fire extinguishers, appropriation		$100 00
Expenditures	$99 38	
Chapter 569, Laws 1901, appropriation:		
Heating, lighting, etc., amount re-appropriated		$181 24
Expenditures	$181 24	
Chapter 429, Laws 1902, appropriation:		
Fire escapes, appropriation		$2,000 00
Expenditures	$1,603 68	
Balance	396 32	
Chapter 429, Laws 1902, appropriation:		
Fire risers and hose, appropriation		$500 00
Expenditures	$500 00	

Chapter 429, Laws 1902, appropriation:		
Steam cooking outfit, appropriation.....		$1,100 00
Chapter 429, Laws 1902, appropriation:		
Renewing the plumbing.....		$3,000 00
Expenditures	$593 00	
Balance	2,407 00	
Chapter 429, Laws 1902, appropriation:		
Pianos, appropriation		$1,200 00
Expenditures	$525 00	
Balance	675 00	
Chapter 414, Laws 1902, appropriation:		
Books and apparatus, re-appropriation.....		$258 03
Chapter 429, Laws 1902, appropriation:		
Repairs, re-appropriation		$542 91
Expenditures	$340 51	
Balance	202 40	
Chapter 414, Laws 1902, appropriation:		
Heating and plumbing, re appropriation.....		$780 39
Expenditures	$348 48	
Balance	431 91	
Chapter 574, Laws 1903, appropriation:		
Laundry and equipment, appropriation.....		$1,500 00
Chapter 574, Laws 1903, appropriation:		
Repairs and equipment, appropriation.....		$2,500 00
Expenditures	$560 98	
Balance	1,939 02	

Chapter 599, Laws 1903, appropriation:		
Electric wiring and fixtures, re-appropriation.....		$589 18
Expenditures	$588 28	
Balance	90	
Chapter 599, Laws 1903, appropriation:		
Library and apparatus, re-appropriation.....		$554 21
Expenditures	$337 67	
Balance	216 54	
Chapter 599, Laws 1903, appropriation:		
Repairs and betterments, re-appropriation.....		$244 12
Expenditures	$215 14	
Balance	28 98	

TABULATED STATEMENT OF EXPENDITURES UNDER GENERAL MAINTENANCE FUND FROM OCTOBER 1, 1894, TO SEPTEMBER 30, 1903, INCLUSIVE.

(Fiscal year closes September 30 of each year.)

	1894–95.	1895–96.	1896–97.	1897–98.	1898–99.	1899–00.	1900–01.	1901–02.	1902–03.
Salaries and wages	$21,815 87	$22,418 58	$21,980 69	$22,259 82	$22,645 72	$22,308 13	$23,922 27	$24,672 00	$23,818 71
Expenses of managers	666 42	1,092 52	1,129 75	1,272 77	310 54	235 89	236 16	343 24	336 48
Provisions	9,060 08	7,314 10	6,744 55	7,630 97	7,497 01	7,218 26	7,027 01	7,272 04	7,187 18
Household stores	2,458 41	1,092 09	1,070 27	1,350 00	1,027 59	653 01	355 75	520 13	805 36
Clothing	1,992 00	1,239 35	1,018 79	912 37	452 21	634 80	501 88	611 60	723 76
Fuel and light	1,939 37	3,863 34	3,022 95	1,902 15	1,350 85	3,363 54	3,483 22	3,707 59	4,174 12
Hospital and medical	240 33	161 39	129 58	171 45	96 49	107 02	175 58	191 45	212 59
Shop, farm and garden	1,901 52	2,379 85	1,060 15	2,342 39	1,475 43	1,342 22	1,110 17	1,125 97	1,278 83
Ordinary repairs	1,074 70	914 98	1,242 44	253 95	463 86	132 61	41 36	22 07	131 35
Transportation of pupils	486 10	304 35	221 55	269 43	168 06	185 09	136 09	178 32	172 70
Miscellaneous	1,687 67	1,249 75	1,550 66	1,553 18	1,482 06	1,116 14	1,279 96	1,486 40	1,361 26
Total	$43,502 13	$42,030 30	$39,171 38	$39,918 48	$36,969 82	$37,296 72	$38,269 45	$40,130 81	$40,202 34
Average number enrolled	133	121	115.11	112.89	132.39	123.45	121.5	110.66	117.619
Annual per capita cost	$327 08	$347 36	$340 29	$353 61	$279 24	$302 12	$314 97	$362 65	$341 80

DAILY PROGRAM.

Rising bell, 6.30 a. m.

Pupils' breakfast, 7.00 a. m.

Officers' breakfast, 7.20 a. m.

Chapel exercises, 8.00 a. m.

8.15 to 9.00 a. m.		9.00 to 9.45 a. m.	
Virgil.	Preparatory Choir.	English history.	Piano.
Basket work.	Junior Choir.	Language.	Organ.
Typewriting.	Piano.	Geography.	Violin.
Senior Choir.	Organ practice.	Kindergarten.	Viola.
		Broom making.	Voice.
		Piano tuning.	Girls' Industrial Work

9.45 to 10.30 a. m.

Arithmetic.	Piano.
Kindergarten.	Organ.
Shorthand.	Violin.
Broom making.	Voice.
Girls' industrial work.	Piano tuning.

10.30 to 10.45 recess.

10.45 to 11.30 a. m.		11.30 a. m. to 12.15 p. m.	
Astronomy.	Gymnasium.	Second Year English.	Gymnasium.
First year German.	Piano.	Algebra.	Piano.
Geography.	Organ.	Spelling.	Organ.
Spelling.	Violin.	Typewriting.	Violin.
Kindergarten.	Voice.	Industrial classes.	Piano tuning.
Shorthand.	Piano tuning.		
Industrial classes.			

Pupils' dinner, 12.25 p. m.

Officers' dinner, 12.45 p. m.

1.30 to 2.15 p. m.		2.15 to 3.05 p. m.	
Civics.	Piano.	Caesar.	Piano.
Third Year English.	Organ.	Writing.	Organ.
Reading.	Violin.	Kindergarten.	Violin.
Shorthand.	Voice.	Typewriting.	Harmony (B.)
Industrial work.	Harmony (A.)	Industrial work.	Harmony (C.)
Kindergarten.	Piano tuning.	Gymnasium.	Music form.
		Piano tuning.	

The Chapel.

3.05 to 3.55 p. m.

Cicero.	Organ.
Industrial work.	Violin.
Gymnasium.	Voice.
Piano.	Tutoring in piano.
Piano tuning.	

3.55 to 4.25 p. m.

Industrial work.	Voice practice.
Piano practice.	Violin.
Organ practice.	Violin cello.
Piano tuning.	Bass viol.

Gymnasium (3.55-4.50 p. m.).

4.25 to 5.45 p. m.

Gymnasium.

Pupils' supper, 6.00 p. m.

Officers' supper, 6.10 p. m.

6.40 to 7.45 p. m.

Study hour.	Organ practice.
Reading.	Voice practice.
Piano practice.	Violin practice.

7.15 to 8.15 p. m.

Gymnasium.
Organ practice.

8.15 to 9.00 p. m.

Senior reading.
Organ practice.

9.45 p. m.

Silence bell.

REPORT OF THE SUPERINTENDENT.

To the Board of Managers of the New York State School for the Blind:

Gentlemen.—The report of the New York State School for the Blind for the fiscal year closing September 30, 1903, it being the thirty-fifth annual report of the school, is respectfully submitted in accord with the requirements of the by-laws of your Board.

MONTHLY MEETINGS.

Monthly meetings of the Board of Managers have been held throughout the year, in accord with the provisions of section 50, chapter 252 of the Laws of 1902. The full membership of the Board is nine, but owing to the resignation, early in the year, of Mr. Eugene Cary of Niagara Falls, there were really but eight members of the Board until the month of March. The following table shows the attendance of each member for the entire year, the total attendance for each meeting and the total number of times each member was present.

	October.	November.	December.	January.	February.	March.	April.	May.	June.	July.	August.	September.	Total.
Mr. Crosman	1	1	1	1	1	1	1	1	1	1	1	1	12
Mrs. Humphrey	1	....	1	1	....	1	1	1	1	....	1	....	8
Mr. Huyck	....	....	1	....	....	1	....	....	1	....	....	....	3
Dr. Lewis	....	1	1	1	....	1	1	....	1	....	1	1	8
Mrs. Mayer	....	....	....	....	....	1	....	1	1	1	....	1	5
Mr. Ostrander	....	....	....	1	....	....	1	....	1	....	....	1	4
Mr. Perrin	1	1	....	1	1	1	....	1	....	1	....	....	7
Mr. Wheelock	1	1	....	1	1	1	1	....	....	....	....	....	6
Mr. Wood	1	1	1	1	....	1	1	....	....	1	1	1	9
Total	5	5	5	7	3	8	6	4	6	4	4	5	....

There failed to be quorums present for the months of February, May, July and August. Mrs. Mayer was not appointed until

February, and has, therefore, been present five meetings out of seven held since her appointment. The average attendance for the twelve meetings has been 5 1-6.

REGISTRATION.

An effort was made on the opening days in September 1902 and 1903, to have as large a number as possible of pupils who were intending to be in school during the year register on the opening day. The success which attended this effort is shown by the following figures:

Registered opening day.	1901	1902	1903
Boys	20	61	62
Girls	22	43	42
Total	42	104	104

The subjoined table shows the classification by ages of our registration for the school years opening 1901, 1902 and 1903:

AGE.	1901-1902.			1902-1903.			1903-1904.		
	Boys.	Girls.	Total.	Boys.	Girls.	Total.	Boys.	Girls.	Total.
4	.....	.....	.....	.....	.....	.....	.....	1	1
5	.....	1	1	.....	.....	.....	.....	.....	.....
6	.....	2	2	2	3	5	2	.....	2
7	2	.....	2	1	4	5	1	2	3
8	4	1	5	3	1	4	1	4	5
9	8	.....	8	2	1	3	6	2	8
10	7	3	10	8	.....	8	2	2	4
11	1	2	3	7	3	10	8	.....	8
12	3	5	8	2	2	4	7	3	10
13	9	5	14	4	7	11	2	4	6
14	7	1	8	10	5	15	3	5	8
15	9	5	14	9	1	10	9	5	14
16	2	3	5	7	7	14	6	.....	6
17	9	4	13	3	2	5	6	7	13
18	7	4	11	11	4	15	3	2	5
19	2	4	6	9	4	13	7	5	12
20	1	3	4	1	4	5	9	4	13
21	2	4	6	1	3	4	1	3	4
22	.....	1	1	1	2	3	1	1	2
23	1	4	5	.....	1	1	1	2	3
24	2	1	3	1	3	4	.....	1	1
25	.....	1	1	1	1	2	2	3	5
26	.....	2	2	.....	1	1	.....	1	1
27	.....	.....	.....	.....	1	1	.....	1	1
28	.....	.....	.....	.....	.....	.....	.....	1	1
29	1	.....	1	1	.....	1	.....	.....	.....
30	1	.....	1	1	1	2	.....	.....	.....
31	1	.....	1	.....	.....	.....	.....	1	1
38	.....	.....	.....	1	.....	1	.....	.....	.....
Total	79	56	135	86	61	147	77	60	137

By computation the following facts are learned:

	1901-2	1902-3	1903-4
Average age of boys	14.5	15.07	14.90
Average age of girls	16.3	15.98	14.56
Average age of all	15.4	15.64	14.73

Number of pupils registered for the first time was—

	1901-2	1902-3	1903-4
Boys	14	14	5
Girls	3	8	3
Total	17	22	8

Number of pupils over twenty-one years of age registered for the first time was—

	1901-2	1902-3	1903-4
Boys	5	1	0
Girls	0	1	0
Total	5	2	0

Number of pupils over twenty-one years of age in attendance was—

	1901-2	1902-3	1903-4
Boys	8	6	5
Girls	13	12	14
Total	21	18	19

A year ago in my report, I said: "It will be our constant endeavor to reduce the average age as rapidly as possible, while at the same time considering the needs of our pupils." The fact that the average age of all pupils registered has been decreased from 15.64 in the school year 1902-3 to 14.73 for the school year commencing September 30, 1903—a reduction in the average age of .91—shows the success that has attained our efforts.

HEALTH OF SCHOOL FAMILY.

The report of our opthalmic examiner and of our attending physician show the general excellence of health prevailing in the school throughout the year. Our hospital was opened for the first time on Friday, January 23d, for a mild case of typhoid fever. The only contagious disease that developed during the year was chicken pox. This necessitated that the hospital should be kept open until Monday, April 6th. As a result of the examinations given by our opthalmic examiner, one case of trachoma was discovered during the month of January. The boy was at once isolated, and at the earliest possible date was sent to the General Hospital in Buffalo for treatment. After three or four months in the hospital he was discharged and returned to the county from which he came, the treatment resulting in almost complete restoration of sight.

DIETARY.

Some progress has been made in the effort during the past year to improve the dietary of the family. We have, however, been very greatly hampered by our exceedingly inadequate facilities for doing our cooking. An appropriation of $1,100 was made by the Legislature of 1901, for the installation of a modern steam cooking outfit. Up to the present writing, however, we have been unable to close the contract to the satisfaction of all concerned, and the prospects are that we shall continue during the balance of this year without any improvement in our cooking facilities. It is expected that the contract for this work will be awarded at the next regular monthly meeting of our Board of Managers, and we sincerely hope that all utensils will be on the ground ready for installation immediately upon the closing of school in June next.

The quality of our dietary has in some respects been improved by the effort on the part of the fiscal supervisor to secure purer foods and by the raising of a large amount of fresh vegetables in the garden and on the farm connected with the school. The improvement, however, in the cooking has not kept pace with the improvement in the quality of the food. Some of this is undoubtedly due to the very poor arrangements we have for preparation of food. As soon as we have modern cooking facilities installed we shall be able to determine how much of the unsatisfactory preparation of food has been due to the lack of proper facilities.

CLOSING EXERCISES, JUNE, 1903.

As a result of raising the requirements for graduation in all the departments of the school, and especially in the literary department and music and tuning departments, there were no pupils to graduate in June, 1903.

A new departure from the work of previous years was undertaken in the presentation by the older girls of the school of Arlo Bates farce "A Business Meeting," followed by scenes from the Merchant of Venice by the older boys of the school. The cast of characters with the music numbers given follows:

DRAMATIC ENTERTAINMENT.

NEW YORK STATE SCHOOL FOR THE BLIND, WEDNESDAY EVENING, JUNE 3, 1903.
BATAVIA, N. Y.

A BUSINESS MEETING.

A FARCE-ARLO BATES.

CAST OF CHARACTERS.

Mrs. Gilflora Smithe, President of the Rosedale Sewing Circle...	Margaret E. Schoeffel.
Miss Selina Gray, Secretary.....	Clara E. White.
Mrs. Sampson Hoyt.....	Elona A. Allyn.
Mrs. Mercy Browne.....	Elizabeth G. Miller.
Mrs. Crowler.....	Jennie R. Wilkins.
Mrs. Henderson.....	Mary E. Penderleith.
Mrs. Lowell.....	Mary M. Meleski.

Miss Araminta Sharp..... Ivie M. Mead.
Miss Keene..... Blanche J. Harvey.

SCENES FROM THE MERCHANT OF VENICE.

WILLIAM SHAKESPEARE.

Act I.....Scene 3.
Act III.....Scene 2.

Song. Tell Me, Where is Fancy Bred..... *DeKoven.*
Ella McLennan.

Accompaniment and Incidental Music..... String Quartette.
Act IV.....Scene 1.

CAST OF CHARACTERS.

The Duke of Venice..... Benjamin Berinstein.
Antonio, the Merchant of Venice..... James Mullen.
Bassanio, his Friend..... Jefferson Hicks.
Gratiano, Friend to Antonio and Bassanio..... Leon Lee Marvin.
Lorenzo, in Love with Jessica..... John E. Wyant.
Shylock, the Jew..... William Portt.
Salerio, a Messenger..... William Leon Young.
Portia, a Rich Heiress..... Gordon Hicks.
Nerissa, her Maid..... Marvin F. Jansen.
Jessica, Daughter of Shylock..... Samuel H. Fay.

Courtiers.

Arthur R. Halstead..... Michael Napoli.
Walter Hartford.

MUSICAL PROGRAM.

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1. Alita..... *F. L. Losey.*
Orchestra.

2. Selections from "La Traviata"..... *G. Verdi.*
Orchestra.

3. Two songs from "As You Like it"..... *Dr. Arne.*
It was a Lover and his Lass,
Fannie D. Opdyke.

Blow, Blow, Thou Winter Wind.
Samuel H. Fay.

4. Norwegian Dance..... *Edward Grieg.*
Orchestra.

5. Intermezzo, (Cupid's Garden)..... *Max C. Eugene.*
Orchestra.

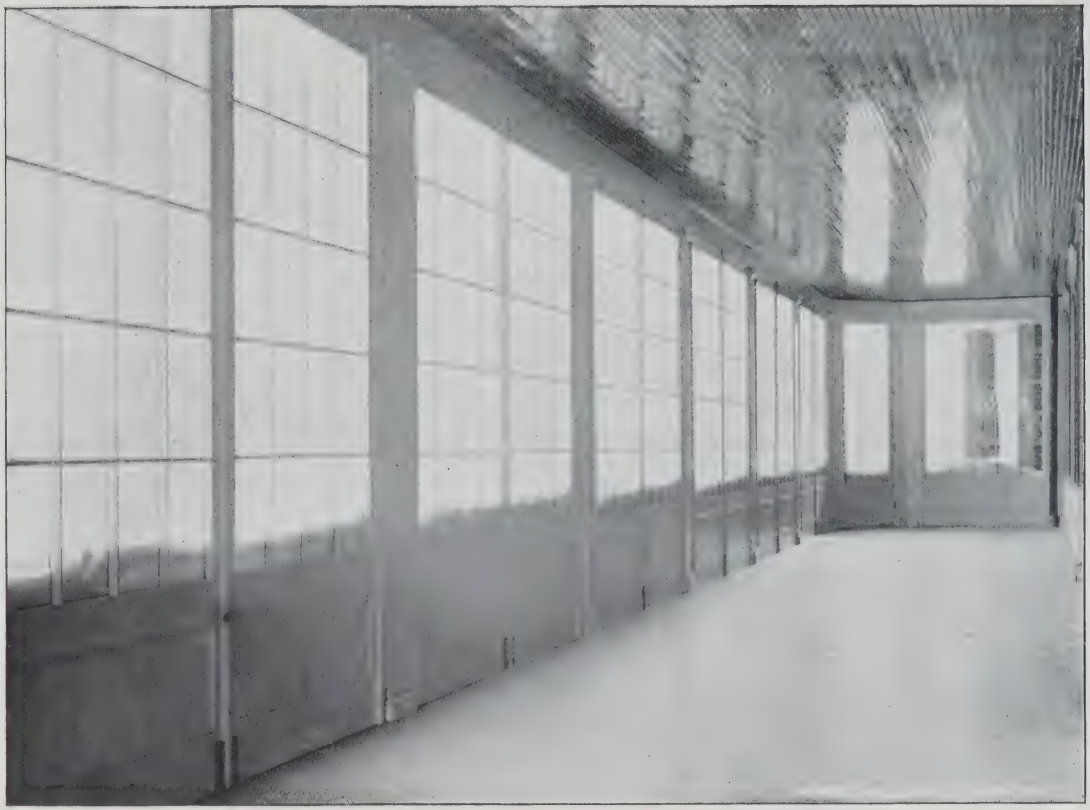
The value of this work consists in the encouragement it gives to the self expression of the pupils and in the thorough acquaintance with the masterpieces of literature which inevitably results. The

whole natural tendency for the blind is towards introspection. Everything possible should be done to encourage self expression and to call a blind person's thoughts away from himself to the outside world; herein lies the value of this work. It need not be said that the pupils acquitted themselves well "for blind boys and girls," because the work would compare very favorably indeed with a similar piece of work done by boys and girls of the same age who could see. The most of the credit for the success of this work is due to our teachers of literature, Miss Dustin and Bigelow, though they were aided in many ways by other teachers and officers of the school in preparing the costumes.

CHANGE IN AGE LIMIT.

Heretofore the by-laws of the school have provided that blind pupils between the ages of 9 and 21, capable of being educated, might be admitted to the privileges of the school. A change in the by-laws this year provides that pupils may be received from 5 to 21. While in exceptional cases pupils have in recent years been received over 21 years of age, and while more frequent exceptions have been made in the case of young pupils whereby those under nine years of age have been admitted, it has now become the settled policy of the school to receive pupils at a younger age. Every year we receive for the first time pupils who have already reached their teens, and we realize the very great importance of receiving pupils while young. It is rare that pupils who have lost their sight after 15 years of age are able to readjust themselves to their new surroundings to the extent of becoming self reliant, yet it is possible even when one loses his sight at this age to train himself to be independent. We should like, therefore, to secure the cooperation of every

View in the Park.



Enclosed Veranda, 16 Feet by 80 Feet, for Recreation and Exercise in Stormy Weather.

educator and philanthropist in bringing the work of this school to the attention of parents of blind children under ten years of age.

COMPULSORY EDUCATION.

A year's additional study of the question of the education of the blind only confirms me in the position taken in my last annual report, that there should be introduced into the Legislature at its coming session a law which will extend the provisions of the Compulsory Education Law of the State to include all the blind children of the State eligible to receive instruction. Several cases of children, apparently bright and teachable, have come to my notice during the past year, whose parents humor them in their desire to remain at home. In several instances pupils have been enrolled in our school for a short time, have gone home for a brief vacation period and have not returned. If they are in good homes and are receiving instruction in their homes, or, better still, are enrolled in the public schools of the state, this is doubtless as advantageous to them as to be in a school for the blind; indeed, it may be more to their advantage, for there seems to be a very general feeling among those who are most closely in touch with the education of the blind that everything possible should be done to counteract in every possible way the evils that inevitably follow the seggregation of the blind in public institutions.

A bill will be drafted and introduced into the Legislature this winter embodying our recommendations on this subject.

PRACTICAL RESULTS.

I have become intensely interested in the study of the question of the possibilities for the blind to enter into the various vocations open to their sighted brethren; indeed, I am constantly surprised to find the various fields in which blind people have

been successful. It is our constant endeavor to lay before our pupils these examples of successful blind men and women and to endeavor so thoroughly to prepare them for their work, and then so to aid them in every way to get started in their work, that they may ultimately succeed in taking their places by the side of those who see and become self sustaining citizens of the State.

In order that it may be more generally understood what some of our former pupils are doing, as well as some of those who are now registered with us, a few specific examples are given below. Brief extracts from letters are given in cases where pupils have written at my request, both in the cases of those meeting with some measure of success as well as in those cases which have failed.

John C. Fowler, of Lowville, Lewis county, writes:

"I have been away in Carthage and Watertown at work since receiving your last letter, and just returned this afternoon with exactly $5.65 clean gain in three days. I manage to clear about $12 a month, as nearly as I can estimate. The work is not at all steady, as it often requires several days to plan for a journey that may require but two or three days. I have clothed myself entirely since leaving school (i. e., since July 1, 1902), have put $70 in the bank, and have used some money for other purposes. I have used three mileage books, containing 500 miles each, since January 1st, last. I have visited several small villages, Watertown, Fort Plain and Little Falls being the largest places where I have found work. Most of my work has been within a radius of 30 miles of Lowville. I feel confident that my work will increase as time goes on, and am constantly on the alert for any new opening in my line."

Our records show the following, concerning Mr. Fowler: Born January 31, 1882; blindness, total; entered school in 1890; graduated from literary department in June, 1902, with the advanced

academic Regent's diploma; also graduated from tuning department.

Jacob L. Frank of Rochester, Monroe county, writes as follows:

"Since I left school, as near as I can determine, I have earned from $6 to $7 per week."

Our records show the following concerning Mr. Frank: Born February 19, 1872; has very little sight; entered school January 6, 1902, graduated from tuning department in June, 1903.

Henry W. Wilcox of Le Roy, Genesee county, writes us:

"I regret to say that I cannot make anything at my trade. If I had to pay anything for my board or carting I would be that much short. I cannot get a ready sale for my brooms as I cannot make them look as nice as the factory brooms."

We find in our record book the following: Born December 9, 1870; blindness, total; entered school October 21, 1901; graduated from broom making department in June, 1902.

It should be stated in relation to Mr. Wilcox that he lost his sight when about 28 years of age.

The following letter written from Buffalo, January 19, 1904, in response to my request shows the possibilities for an occasional blind young man in the commercial world:

"Dear Mr. Burritt:—In answer to your letter of the 14th inst., in which you ask for information concerning my occupation, I beg to submit the following facts:

"When, in September, 1902, I entered the State School for the Blind, my object was to learn the point-print system and typewriting, expecting to make use of these in my father's business, the Buffalo Trunk Manufacturing Co. Subsequent circumstances, however, led me to change my plans somewhat. On account of the increase of business and the establishment of an additional department—the manufacture of suit cases—all the space in

the factory building had to be used for manufacturing purposes, thus necessitating the removal of the salesroom away from the factory, and the employment of someone to take charge of it. Believing myself capable of filling this position, I at once proceeded to fit myself for it. By means of a point-print transcript of our catalogue and price list, which I made on the kleidograph, I was enabled to distinguish and study the different styles of trunks, bags, suit cases, etc., and am now in full charge of the retail business. I have thoroughly memorized the prices of all our goods, and keep them regularly arranged so that I can, without hesitation, go to and place my hand on any article that may be called for, and in this way often make a sale without having the customer notice that my sight is seriously impaired. The greatest difficulty that I have encountered is the inability to distinguish currency. In this matter I have to rely on the customer's honesty. If, however, I have any reason to doubt his honesty, and the amount of change required is large, I simply ask him to wait till I go upstairs to get the change. This gives me an opportunity to have someone see if the bill is as represented.

"My typewriting and point-print reading have been sources of great benefit and pleasure to me, and I would not be without them if I had to spend three times seven months at school for each. Another point of benefit which I derived from the school, is the general influence which the life and spirit of the school has had upon me. The many examples of successful blind persons which you, Mr. Burritt, brought to our notice at your readings in chapel, have been a source of encouragement to me for which I am very thankful, and without which I would, perhaps, never have undertaken to do the work that I am now doing.

"This leads to a humble suggestion that I would like to make. I believe it would be an excellent plan to invite a few of the successful blind men in the State, each year to come to the school and address the pupils, telling them of the difficulties and disappointments they must expect to encounter in life, but

View in the Park.

also the success that is sure to be the reward of honest and persistent effort and ambition. The reading of printed accounts of such men is good, and will arouse the ambition of many, but the experiences of such a man, given in his own spoken words, would stir up some who would otherwise never be touched."

Our records give the following information regarding the author of the above letter: Born, June 13, 1873; has very little sight; entered school September 25, 1902; residence, 390 Genesee street, Buffalo.

These are samples of letters from those who have left the school. The records of four pupils now in the school are given to show our endeavor to combine practical training with the instruction received in the school. As a result of their own efforts, aided by Mr. Harris our teacher of tuning, their friends in the communities in which they live, and any others who could help, we have during the past two years been able to secure the advantages of factory practice for three of our pupils in the tuning department, two of whom are still in the school completing their course in tuning.

Wallace W. Manning of Irondequoit, Monroe county; born March 30, 1883; has a very little sight; entered school September 24, 1902, is the record found on our books. During the summer of 1903 Mr. Manning did the following work for Foster, Armstrong & Company of Rochester, New York: June 1st to June 17th, successfully chipped unicorns and octaves, and acquired a speed of from six to eight cases per day, the average day's work for a chipper being from twelve to sixteen after an experience of eight weeks.

June 17th to July 19th, practiced tuning, doing both first and second tuning (mostly second) and acquiring a speed of from eight to ten cases per day, the average day's work of a first-class second tuner being twelve cases per day.

July 19th to September 19th. First, tuned Foster pianos, styles 23, 20 and 19; also Haines Bros. in two styles, and acquired a speed of from twelve to fifteen per day, and received a salary of $4 per week for this labor.

June 17th to September 19th, tuned between 550 and 600 of the above named pianos.

Robert H. Waud, General Superintendent of the Foster & Armstrong Company, under date of September 19, 1903, writes as follows:

To Whom it May Concern: This is to certify that the bearer, Mr. Wallace Manning, has been employed in our Haines Bros. factory since the first of June to the present date. When he came with us at that time he was only able to tune two pianos per day, and since that time he has gradually increased his speed until ten was a regular day's work, and on several occasions he has done twelve and fifteen pianos per working day of ten hours.

We think that he has made considerable progress, both as to speed and quality, and are very sorry to lose him, but trust to be able to engage his services at some future time.

Our records show the following regarding Arthur R. Halstead of Cortland, Cortland county: Born March 22, 1884; lost sight of one eye at age of 8 years, result of being hit in the eye by stone by playmate. Inflammation affected the other eye, but did not entirely destroy its sight. Entered school January 6, 1896.

From the circular of information issued by the Cortland Conservatory of Music, among the faculty we find "Arthur Robert Halstead, Teacher Piano Tuning," and farther along in the circular we read, "The Directors have added a new department of piano tuning to the curriculum, and after a thorough trial, have placed Mr. Halstead in charge. He has given three year's close study to this work, and uses the method taught by the Boston Conservatory of Tuning."

Mr. Halstead's record is as follows: During the summer vacation from June 15th to October 1st, tuned 65 pianos; November 10th to November 24th, tuned 24 pianos; total, 89 pianos at $2 each—$178. In addition to the tuning done for the Cortland Conservatory of Music, Mr. Halstead has tuned for pupils of that institution, and has since the opening of the school term secured the contract for the tuning of the pianos for the Cortland State Normal School. He has in addition tuned for two of the music dealers in Cortland. Mr. Halstead was allowed to return to school this year with the privilege of returning to Cortland when necessary to hold his contract work. It may be stated that during his two weeks of absence from school in November he earned enough to pay his transportation to and from his residence, and sufficient to pay for his entire tuning outfit.

Reference has occasionally been made in our annual reports to Miss Elizabeth G. Miller. Miss Miller was born in Buffalo, Erie county, in 1880 of German parentage; entered school in the fall of 1888; graduated from the literary department and from girls' industrial department in June, 1902. Since that time we have been preparing her to do work in shorthand and typewriting. Preparatory to writing shorthand, it has been necessary for her to learn the English Braille alphabet and signs. This she commenced in February, 1903, this being about the date we were able to secure the embossed shorthand machine. Upon this she writes at the present time from 70 to 90 words per minute, depending upon the character of the letter. She transcribes with almost absolute accuracy, her letters showing very few mistakes in either paragraphing, punctuation, spelling or capitalization. It is not too much to say that a stenographer with sight, who had studied stenography no longer than Miss Miller, would fre-

quently make more mistakes, and in very few instances would they do as good work as Miss Miller does. It should be stated, however, that she had been studying typewriting for six years previous to her study of stenography, and was able to write directly upon the machine from dictation at about 50 words per minute.

A rough estimate of the work done by Miss Miller from April 1 to June 1, 1903, is the following: Written for Superintendent at his dictation, 110 letters; for teacher of stenography and typewriting, stereotyper and musical director, about 25 letters. She also wrote programs for public exhibition at gymnasium, for the Merchant of Venice presented by some of the older boys and the physical instructor's report from his dictation, all of the postals to pupils' parents notifying them as to the train upon which they would return home, copied examination questions, statements of work covering the year and lists of books read to the pupils. During the entire year she also filled in the names in the monthly reports sent to parents of the children, which work she is also continuing this year. Miss Miller also each month addresses the envelopes for these reports—some one hundred twenty-five in number. She frequently writes from six to ten letters per day for the Superintendent. This is done in addition to other work that she is doing daily. She is a member of the class in German, has daily work for a period of forty-five minutes in the girls' industrial department, is a member of the older girls' gymnasium class, and regularly attends the evening reading to senior pupils.

During the summer Miss Miller was employed as supply stenographer at C. A. Weed's clothing store in Buffalo. During the first week she wrote from ten to fifteen letters per day, most

of which were orders for goods; the second week she was seldom required to write more than one-half dozen letters per day, and sometimes less. The only criticism this firm had to make upon her work was that she was somewhat slow in getting her letters out. Our endeavor this year is to develop both speed in taking dictation and in the transcribing of her notes. When these two points have been gained we are reasonably sure that we can find a place in which she can work and earn a fair weekly wage. Already we have the manager of the Remington typewriter office in Buffalo on the lookout for an opening for her. The Rochester manager of the Remington office is also interested. When we are ready to recommend her in all respects we believe that such an opening can be found.

As a fourth illustration, we give a statement of the work now being done by Mr. Augustus E. Van Orden of Horseheads, Chemung county, whose record is as follows: Born May 10, 1877; lost his sight at 12 years of age, his blindness being total; entered school September 28, 1898; at the time of entering was unable to read or spell.

After about four and a half years of attendance upon the school he reads well, though somewhat slowly, uses the typewriter with fair degree of accuracy and has completed about one year's work in the high school department. Since August 24, 1903, Mr. Van Orden has been employed by the Commission to Investigate the Condition of the Adult Blind of the State of New York in calling upon the adult blind of western New York. Mr. Van Orden takes the census list of 1900 as a basis with his itinerary arranged beforehand and travels from village to village, frequently driving long distances from villages into the country, making all his own arrangements for livery; in fact, travels as any man would travel, without employing a guide. During the

four months that he has been at work he has traveled over the larger part of eastern Niagara, Orleans, western Monroe, a small portion of Erie; Genesee, Livingston, Wyoming, Chautauqua, Cattaraugus, Schuyler, Chemung and Tioga counties entire, and eastern Steuben and western Broome counties. He has made about 610 visits, gathering such information as is desired by the Commission. He has been paid $1 per day for his labor, all his necessary traveling expenses being paid by the Commission.

These eight cases have been given somewhat in detail in order that those who will take time to study this report may know some of the things that are actually being accomplished by former pupils and by those now registered in the school.

It will be our endeavor to give as complete a list as possible in our next report of the former pupils of the school with the lines of work which each has been following.

STATE LIBRARY.

One of the most helpful fields being cultivated by the State library is the development of the library for the blind. This library was founded by the Regents March 19, 1896. Mrs. Salome Cutler Fairchild, vice-director of the New York State Library School, was selected to act as librarian "because of her long standing and special interest in this work." This library "is intended for the home use of all blind persons in New York. Through the liberality of interested friends books will be sent at present without charge for expressage either way. One volume and two pieces of music may be drawn at a time, and kept one month" * * * * "A reader may renew a book or piece of music, unless it is wanted by another reader, by mailing request for renewal three days before the month has expired." By addressing a request to Mrs. Salome Cutler Fairchild, Director State Library for the Blind, Albany, New York, full information

View from Front of Main Building.

may be secured regarding books to be had, the types in which they are printed and the rules which govern the loaning of the books.

The following list of books published for this library in the New York Point will show the scope of the work undertaken in this line. The prices are given for the information of any who may desire to purchase. A glance at the list shows that none but the best books are embossed and that many of these are from the most recent books published for seeing readers:

Date.	Author and Title.	Price.
1900	Watson. Beside the Bonnie Brier Bush	$3 50
"	Seton-Thompson. Wild Animals I Have Known	3 00
1901	Brown. Little Miss Phoebe Gay	2 00
"	Crawford. Via Crucis, 2 vols	7 00
"	Bryce. William Ewart Gladstone	75
"	Hale. Man Without a Country	40
"	Jewett. Queen's Twin and Other Stories	3 00
"	Muir. An Adventure With a Dog and a Glacier	30
"	Parkman. Frontenac and New France, 2 vols	7 00
"	Slocum. Sailing Alone Around the World, 2 vols	6 00
1902	Howells. Literary Friends and Acquaintances, 2 vols	6 25
"	Ollivant. Bob, Son of Battle, 2 vols	6 00
"	Parkman. La Salle and the Discovery of the Great West, 2 vols	7 00
"	Riis. Making of an American, 2 vols	6 00
"	Roberts. Heart of the Ancient Wood	3 25
"	Roosevelt. President's Message	1 00
1903	Glasgow. The Battle Ground, 2 vols	7 00
"	Keller. Story of My Life, 2 vols	7 00
"	Roosevelt. Strenuous Life	3 50
"	Washington. Up from Slavery	3 50
"	McCarthy. Story of the People of England in the Nineteenth Century	7 00

One result of the work being done by the visitors employed by the New York State Commission on the Adult Blind has been to bring this library to the attention of many blind persons who were heretofore unaware of its existence. While in some cases there has been no desire to use the library, in many cases blind people have been exceedingly grateful to learn that the State is making provision for them to occupy a part of their time in the reading of some of the best books that have been written.

HOME PRODUCTS.

First, Farm and Garden.—The last year has been one of the most successful in recent years in this department of the work of the institution. As a result a more plentiful supply of vegetables and fruits, and a larger variety, are available for use during this school year than has been the case for several years past. Aside from the usual vegetables raised, it is worthy of mention that we produced 1,178 bushels of potatoes, 9,250 pounds Hubbard squash, about 5,000 heads of celery, 1,156 heads of cabbage, upwards of 350 bushels of apples and about 3,000 pounds of pumpkins. From a small meadow we gathered about four tons of hay. The ability to serve a larger variety of green vegetables to our family is sufficient to warrant the giving of continued close and careful attention to this work.

Second, Broom making, mattress making and chair caning department products.—The products of our broom shop for the year were as follows: The first list gives the brooms made under the direction of Mr. Craft and sold, the money being turned into the state treasury from month to month, as required by law.

House brooms, No. 7, 38½ doz. @ $2.....	$77 00
House brooms, No. 8, 13 doz. @ $2.50.....	32 50
House brooms, No. 8, 26½ doz. @ $2.35.....	62 26
House brooms, No. 9, 5½ doz. @ $2.75.....	15 12

Shop brooms, 10 doz. @ $3	$30 00
Whisk brooms, ordinary, 34½ doz. @ 75 cents	25 88
Whisk, celluloid, 1 doz	1 70
Whisk, special, 1 doz	1 20
Toy brooms, 10 doz. @ 75 cents	7 50
Total cash received for sales	$253 16

The second list are brooms made in the broom shop, but consumed as home products.

House brooms, No. 7, 6½ doz. @ $2	$13 00
House brooms, No. 8, 5 doz. @ $2.50	12 50
House brooms, No. 8, 2½ doz. @ $2.35	5 88
House brooms, No. 9, 1 doz	2 75
Sink brooms, 6 doz. @ $1.20	7 20
Toy brooms, 1½ doz. @ 75 cents	1 13
Whisk brooms, 6 doz. @ 75 cents	4 50
Total value of brooms used for school	$46 96

Third, Tuning Department.—The following is an estimate of the value of the tuning and repairing of the pianos of the school, which was done under the direction of Mr. Harris during the year entirely by the pupils who are learning piano tuning:

Tuning and repairing of pianos of the school, which was done entirely by the pupils under the direction of the instructor of tuning	$100 00
Outside tuning for cash received	38 00
Outside tuning for experience, estmated value	12 00
Total value tuning department products	$150 00

Fourth, Girls' Work Room.—The products from the girls' work room will be found in the report of the mistress of handicraft.

FINANCIAL.

For purposes of comparison, there is submitted herewith a comparison of the expenditures under the several divisions of the general maintenance fund for the fiscal years closing September 30, 1902, and September 30, 1903, to which are also appended figures which will show the increase or decrease under the several divisions.

	1902.	1903.	Decrease.	Increase.
Salaries and wages	$24,672 00	$23,818 71	$853 29	.....
Expenses managers	343 24	336 48	6 76	.....
Provisions	7,272 04	7,187 18	84 86	.....
Household stores..	520 13	805 36	.....	$285 23
Clothing	611 60	723 76	.....	112 16
Fuel and light....	3,707 59	4,174 12	.....	466 53
Hospital and medical	191 45	212 59	.....	21 14
Shop, farm and garden	1,125 97	1,278 83	.....	152 86
Ordinary repairs .	22 07	131 35	.....	109 28
Transportation ...	178 32	172 70	5 62	.....
Miscellaneous	1,486 40	1,361 26	125 14	.....
	$40,130 81	$40,202 34	$1,075 67	$1,147 20

A glance at the figures will show that, despite all the efforts to decrease the total expenditure for the general maintenance of the institution, there was actually expended for the last fiscal year $71.53 in excess of the previous year.

The largest decrease has been in the item of salaries and wages, which shows an expenditure of $853.29 less for the fiscal year closing September 30, 1903, than for the previous year. This means a decrease of nearly 3½% over last year. During the last two years we have dispensed with the services of a bookkeeper

receiving $540 and maintenance per annum, a matron receiving $600 and maintenance per annum, and the services of one laborer who received $300 and maintenance per annum. By so doing we have effected a saving of $1,440, exclusive of maintenance, or maintenance included at $10 per month, a saving of $1,800.

The largest increase was in the item of fuel and light. This was due to the fact that it was at times exceedingly difficult to procure coal at any price. It is a matter of congratulation to us that, considering the difficulties under which we labored because of the serious protracted strike in the mining regions, we were able to keep our school in session during the entire term and show over the previous year an excess of expenditure for coal of less than $500.

Increase in household stores is due to the fact that it became absolutely necessary to purchase additional furniture for the use of the school, very little having been purchased during the past two or three years.

The increase in shop, farm and garden may be charged almost wholly to the effort to put into good condition the various tools used on the farm and grounds, an item which will be very small if properly attended to each year.

In spite of the fact that the expenditures were slightly in excess of a year ago, the annual per capita cost has been reduced from $362.65 in 1901-02 to $341.80 for 1902-03. This means a decrease of $20.85 per annum per pupil. The decrease, however, is due entirely to the increased average attendance which rises from 110.66 for last year to 117.619 for this year, or nearly 7 increase in the average attendance.

In my last annual report I estimated that for the fiscal year closing September 30, 1903, exclusive of maintenance, $22,814

would be paid for salaries and wages. This was a saving of $1280 over the fiscal year closing September 30, 1902, or, including maintenance, $1449. Our books show that of the $23,818.71, $763.83 were allowances for maintenance, and that $23,054.88 was paid for salaries, exclusive of allowances for maintenance. We, therefore, actually paid for salaries, exclusive of maintenance, only $240.88 in excess of my estimate of a year ago.

The following table will show the total cost of provisions, including home products, the total number of rations issued, and the cost per meal:

Day's rations issued to pupils	30,934	
Day's rations issued to employees	14,925	
Day's rations issued to visitors	1,641	
Total day's rations issued	47,500	
Total number of meals issued	142,500	
Total cost of provisions, exclusive of home products	$7,187 18	
Average cost per meal, exclusive of home products		.050436
Total cost of provisions, including home products	7,744 30	
Average cost per meal, including home products		.054346

REPAIRS COMPLETED DURING THE YEAR.

Since the writing of the last annual report to the present time (December 23d) the following repairs have been completed:

First, Main Building, Interior.—The old paint has been burnt off from the wood work and where necessary the wood work has then been painted two coats, grained and varnished; the walls painted two coats and stippled in nineteen pupils' rooms, two

dormitories, two "sick" rooms, physician's office, typewriting recitation room, and ten rooms occupied by teachers and officers. The pupils' rooms thus renovated have a capacity for ninety-six pupils. The boys' bath and toilet rooms on both the second and third floors have been kalsomined and painted.

Second, the new feeders for the pipe organ have been installed at an expense of $210.

Third, five 3-inch fire risers have been installed in several positions, and 100 feet of 3-inch hose has been attached to these risers on each of the three floors of the building. There have also been purchased twelve Utica fire extinguishers and five fire axes, in addition to the twenty-five Rex extinguishers previously distributed about the various buildings, principally in the main building. This work was done at an expense of $1,093, $593 of which was paid out of the $3,000 for renewing of plumbing.

Fourth, the $2,407 balance of the $3,000 appropriated for renewing of plumbing has been used for installing a hot water heater in the basement of the central wing of the main building, installing supply and return pipes from this heater to the second floor, east wing, girls' side, and the equipping of bath room on this floor with two white enameled bath tubs and three rain baths with patent sanitary floor. The hot water heater has a capacity of 600 gallons, which will be ample to furnish an abundant supply of hot water to the entire building. This will be greatly appreciated by all connected with the school, there never having been heretofore sufficient hot water for bath and cleaning purposes.

Fifth, two old refrigerators in the small room between the pupils' dining rooms and kitchen have been removed, two walls taken out and arched, and a new refrigerator built from a portion of the pantry, thus bringing the refrigerator to the outside of the

building, making it possible to fill it from the outside. These changes, letting additional light into this part of the building, are much more sanitary and much more cleanly.

On the exterior of the main building about $150 was expended in repairing the slate roof. Some pointing on the foundation was done. But the most important piece of work was the laying of a new sewer pipe underneath the boys' court. Six-inch pipe was substituted for 4-inch and was carried on a straight line to the main sewer. All angles necessary for reaching the water section of this portion of the building were placed in the soil pipes inside the building. This pipe has given trouble for the past five or six years, and we trust that we have remedied the difficulty by the changes made.

At the gymnasium building the most important piece of work which has only just been completed is the finishing of the spray bath room in the basement. This work was supposed to have been a part of the contract at the time the gymnasium was built, but the baseboards were never placed in position and the spray baths were not properly installed. We now have a room with two lavatories and two closets, and five rain baths separated by slate partitions. The iron work on the exterior of this building, together with the approach, received a fresh coat of paint.

The only work done on the hospital since our last report has been the laying of new slate on one side of the roof. The old slate taken therefrom was used in patching the three sides wherever necessary.

Wood and iron work on the interior of the carriage barn, horse stable and harness room have received two coats of paint. This places the horse barn in good condition.

The window sashes and the door on the inside of the sewage

building were given two coats of paint. The window panes were reputtied, painted, the old paint scraped off, and the entire exterior of the building was given two coats of paint. This building was in exceedingly poor repair, not having been painted since it was built some twenty years ago.

On the interior of the industrial building all plastered walls in the halls and stairways which were painted white and badly soiled, have been sized and painted two coats. On the exterior of this building all loose putty has been removed from the window glass, reputtied and painted, and all of the woodwork was given one coat of paint.

The foundation walls of the well-house in the park were also pointed.

As a result of the repairs made and the painting done during the past two years, the gymnasium, hospital, horse barn, sewage and industrial buildings, and the pumphouse in the park are all in excellent condition, and it should be possible to keep them in good repair at very little cost.

One of the most useful improvements that have been made during the past year was the installation of the local telephone system. This work was completed in February, 1903, at an expense of $799.52. It is worthy of remark that no special appropriation was made for this purpose, but the work was paid for out of balances as follows:

Heating and lighting, chapter 569, Laws of 1899....	$181 24
Electric wiring and fixtures, chapter 405, Laws of 1901.	588 28
Repairs "BB," chapter 414, Laws of 1902.....	30 00

The system provides for twenty stations, and nineteen are at present in use. Thirteen of these stations are located in the main building at convenient points, one in the gymnasium, hos-

pital, barn, industrial building, boiler room and laundry. The instruments in the main building are entirely "intercommunicating," and those in the other buildings are intercommunicating with each other, and from any of them any one of four stations in the main building may be called. By this system any station in the main building can call any other station without calling a central office. It will thus be seen that much time and many unnecessary steps are saved by the installation of this system.

NEEDS OF THE SCHOOL.

Among the needs of the school are the following: New power house and laundry. An appropriation of $30,500 for this purpose was passed by the Legislature at its session last winter, but was vetoed by the Governor. Our need for these buildings is even more imperative now than a year ago. The smoke stack is considered by competent engineers to be unsafe; to delay this work any longer is dangerous.

The completion of the work of renewing the plumbing in the main building is another urgent need. This would give us adequate supply of hot water over the main building, entire, and enable all the family to have proper bath, toilet and laundry facilities, giving facilities which have heretofore been inadequate, inconvenient, and in part unsanitary. A good beginning on this work has been made by the installation of the hot-water heater referred to in another part of the report.

There is need of a partial reconstruction of the heating system in the main building; additional direct radiation should be in some rooms which are not now supplied with radiators. Many of the radiators now in use are insufficient in heating surface for the rooms they are supposed to heat. Some of the rooms which are heated with indirect radiators are frequently cold. I think

it will be found that by the improving of the fresh air ducts now in use and by the building of several additional ducts the most of these rooms may be adequately heated by indirect radiation. The supplying of additional ducts should also improve the ventilation.

There should be very careful study of the entire ventilating system throughout the main building. From what study I have been able to give to this part of the work of reconstruction I feel quite sure that about the only way we have of removing foul air from the various rooms is by means of windows and doors.

There should be installed at once a filter for filtering water procured from the village water system. This water comes directly from Tonawanda creek, and it is unsafe to continue to use it without filtering. This water is regularly used by all of the pupils and many of the teachers and officers for cleaning the teeth, and it is also used for cleaning vegetables, to say nothing of its use for bathing purposes. The only way to avoid the installation of a filter would be to pipe water directly from the drinking tank in the attic to the wash rooms. This would, however, make four faucets to each wash bowl because the wash basins are already provided with faucets for the creek water. This would not seem advisable.

Our pump for pumping drinking water from the well in the park is badly worn and likely to give out at almost any time, and the engine we consider absolutely unsafe. The engine should be replaced by a motor, either gas or electric, and a new pump to be operated by this new system should be installed.

The lower barn, which was originally built as a pigpen, has not been kept in proper repair, and as a result during the past few years it has deteriorated very rapidly. It will require at least $800 to put this building in proper condition for use.

A very urgent need for us is a team of farm horses, one of our old team having died during the fall and the remaining horse being unfit for use.

There should be a careful study of the operation of the sewage disposal plant. This plant was installed about fifteen years ago. While it is working satisfactorily in most respects, the chemical which is supposed to be dripped regularly in the sewage as it comes into the building does not work satisfactorily. A comparatively small expenditure would probably remedy whatever defects there may be.

REQUEST FOR SPECIAL APPROPRIATIONS.

At the regular monthly meeting for the month of October request for special appropriations from the Legislature of 1904 was made as follows:

Boiler house and laundry	$30,000 00
Renewing heating and plumbing	10,000 00
Filter	1,000 00
Pump and electric motor	500 00
Team of farm horses	400 00
Repairs and equipment	2,500 00

Respectfully submitted,

OLIN HOWARD BURRITT,

Superintendent.

Connecting and Kindergarten Classes.

REPORT OF LITERARY DEPARTMENT.

Prof. O. H. Burritt, *Superintendent New York State School for the Blind:*

Dear Sir—It gives me pleasure to submit the following report of the Literary Department:

One hundred and thirty-two pupils were registered in the department during the year—55 girls and 77 boys. This is an increase of 18 over the preceding year. The enrollment of the various departments (grades) was as follows: High school, 26; grammer, 24; intermediate, 25; primary, 40; and kindergarten, 17.

The subjects taught, together with the number of pupils pursuing these subjects, were as follows:

	Boys.	Girls.	Total.
Kindergarten	10	7	17
Reading	41	28	69
Writing	24	13	37
Spelling	36	22	58
Arithmetic	47	29	76
Geography	35	21	56
Economics	9	..	9
Civics	2	2	4
United States History	7	7	14
Medieval History	8	3	11
Roman History	8	4	12
Algebra	7	7	14
Geometry	2	5	7
Physical Geography	5	3	8
Physics	10	3	13

	Boys.	Girls.	Total.
Geology	7	3	10
Latin, First Year	5	1	6
Caesar	1	1	2
Virgil's Aeneid	1	1	2
German, First Year	6	9	15
German, Second Year	3	..	3
English Composition	5	6	11
Elementary English	2	2	4
Advanced English	6	5	11
American Selections	5	4	9
English, Third Year	11	2	13
Virgil's Eclogues	1	..	1
Cicero's Orations	1	..	1

The Regents examinations were made the final tests in all high school work. These examinations were held in January, March and June, although the attendance of the June examination was again left optional. It is to be regretted that we have not yet fallen in line with other schools of the State in making Regents week the final week of the term. Surely we demand as much time for our work as is given in the seeing schools, and it is only fair to our pupils that the high school work be extended through the third week of June, i. e., Regents' week. Should the June examinations be made a regular feature of our school work we could then easily dispense with the March examinations. These examinations have always been a menace to the work of the last half of the year.

Of those entering the examinations, 37 passed in one or more subjects in January, 13 in March, and 16 in June. In all 66 pass cards were issued during the year. The following certificates were received: 2 preliminary, 3 twelve count, 2 twenty-four count, 1 forty-eight count, 1 academic, and 1 advanced academic.

View Westward Along Front of Main Building.

Two hundred and four volumes were added to the ink print library, about three hundred to the New York point, and one hundred to the library of American Braille. Among these books are works of fiction, text books, books of travel, biography, history, etc. The reading room, which has been fitted up for the use of the officers, meets a long felt need. We are fairly well supplied with magazines and papers. What we do need, however, is the provision of suitable files. Under the existing arrangement there is a constant confusion of periodicals, and also the temptation to take them from the room. This is very unsatisfactory.

More attention has been given to the sciences during the past year than previously. Large classes have been maintained in physical geography, geology and physics. The results have been especially gratifying. This seems to me to be a movement in the right direction, and I can see no reason why our pupils should not do good work along these lines.

The imperative need of our high school work is organization, then recognition. We do high school work and do it well, and it is to be regretted that we have not a standing as a high school. Our greatest need, however, is organization. I believe that we should have well defined courses of study and a definite standard of graduation. I would suggest that three courses of study be outlined, each extending through a period of four years; a classical course, consisting of the usual amount of Latin and Greek; a Latin-English course, and a general course, which would consist chiefly of English, history and allied subjects.

The usual rhetoricals have been held with good results. Especially good work has been done by the pupils of the kindergarten and primary grades. Among the older pupils there has been a decided interest shown in dramatic work. The presenta-

tion of three scenes from the Merchant of Venice, by Miss Dustin's Third English class, during commencement, was a decided success and shows that much can be accomplished along these lines by our pupils. The rendering of the farce "A Woman's Business Meeting" by the older girls, during the same week, is also to be commended.

On the whole I believe that our students do good work. The thing to be most deprecated is the helplessness evinced by many of them. Their memories are unusually well developed, therefore, they easily retain what is read or told to them, but they lack the power to help themselves.

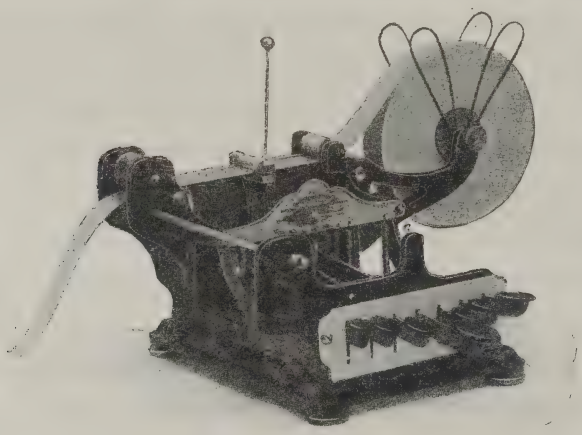
Respectfully submitted,

ERNEST LeVERE SANFORD,
Principal Teacher, Literary Department.

Class in Typewriting.

of the advanced pupils entered the examination in typewriting in March, three passing with high standings.

Owing to the fact that, with very few exceptions, all of the older pupils are proficient in the use of the typewriters, we have had fewer point print papers this year than ever before to transcribe as a result of the examinations. The difficulty which we have hitherto experienced by reason of the fact that we did not possess a sufficient number of machines to supply all of the pupils who were prepared to take their examinations upon them, was



EMBOSSED SHORTHAND MACHINE.

overcome this year, as we were enabled to obtain the loan of several machines from the shorthand school in town.

The embossed shorthand typewriter for the blind, to which I referred in my report of one year ago, has been in almost constant use since its purchase last January. Four of the young ladies have been learning the use of this machine, and we feel that fair progress has been made, especially considering the fact that only two periods of forty-five minutes daily have been devoted to this work.

The shorthand system, which is founded upon the English Braille, is practically a system of word signs, being much more arbitrary than the system of shorthand in use by the sighted. It

is quite incomplete as yet, but signs may be easily added as new words are encountered. An attempt was made to adapt it to the American Braille, but as the English Braille contains many more signs and contractions than does the American, it was thought best to learn the English Braille before beginning the study of the shorthand system proper. It has not been entirely memorized as yet by any of the pupils who have undertaken this work, but all are able to take dictation slowly upon the machine.

Miss Elizabeth G. Miller of Buffalo, to whom I have referred in former reports, has made exceptionally good progress, being able to take dictation at the rate of sixty words per minute, and transcribe her notes with almost absolute accuracy. Miss Miller has rendered material assistance with the office work this year, and during the last few weeks of school has taken several letters each day upon the shorthand machine from Mr. Burritt's dictation.

The machine has worked very satisfactorily, and I feel that this line of work will prove practical for a *limited number* of blind people. During the next school year, the pupils who are learning its use hope to devote much more time to the work than they have during the past year, and it is quite essential that they do so if they are to acquire the speed and accuracy necessary for success in this line; but this will be very difficult to accomplish with only one machine. At present the inventor of this machine is working upon another one, similar in construction but more simple, which, if a success, will be sold at a much lower figure. If this machine is completed, I hope that we may be allowed to purchase one or more; if not, I respectfully recommend the purchase of another machine such as the one in use at present.

Respectfully submitted,

ELIZABETH S. BLOUNT,

Instructor of Typewriting.

REPORT OF MUSICAL DIRECTOR.

Mr. O. H. Burritt, *Superintendent of the New York State School for the Blind:*

My dear Mr. Burritt—It gives me pleasure to present the report of the Music Department for the year ending with June, 1903:

Number of pupils engaged in music study	99
Number of pupils in senior choir	48
Number of pupils in preparatory choir	27
Number of pupils in junior choir	18
Number of pupils studying piano	45
Number of pupils studying voice	11
Number of pupils studying pipe organ	4
Number of pupils studying violin	7
Number of pupils studying cornet	2
Number of pupils studying viola	1
Number of pupils studying clarinet	1
Number of pupils studying double bass	1
Number of pupils studying violoncello	1
Number of pupils studying harmony	12
Number of pupils studying music history	8
Number of pupils studying music form	5
Number of pupils studying point music notation	19
Number of pupils tutoring in piano	9
Number of pupils tutoring in violin	1

The year has been one of increased effort along all lines of music study in our school. Unusual interest toward the subject of music as a study has been manifested, and requests for additional work have been so numerous that we have been unable to meet

the demands. Constant attention has been given to the matter of overcrowding the time of pupils, for cramming seems to be a common evil in our schools for the blind. Pupils feel that the time spent here should be made as short as possible, and that it should be filled beyond all reasonable limits. I would urge that all pupils who show even a limited aptitude for music, be encouraged to make the very most of their ability, with the view of becoming selfsupporting, either as music teachers or performers, or both. It has been proven conclusively in schools where the great value of music to our people is fully realized, that the blind, when properly trained, do become excellent performers, teachers, tuners, and writers on musical subjects. All must concede the fact that they are less handicapped in music than in any other pursuit. They stand on an equal financial footing with musicians who see, and have an equal recognition for equal service in the artistic world. They move with freedom and pleasure in the realm of sound, and all the training which we give them increases this freedom and happiness. Thorough and correct training is absolutely necessary to success in any line, and it is requisite that the blind student of music should receive such training all through his course. He must be even better equipped than those who see, for he should be able, by superior attainments, to overcome the natural public sentiment unfavorable to blind musicians. When he has proved that he is able to do the work of sighted people as well as they, that unreasonable prejudice is removed.

I, therefore, ask that all pupils who are at all gifted in music shall have their work so arranged that they may pursue their musical course side by side with their school studies. It is impossible for a pupil to abandon his music study at any time during

his course, with a view of pursuing it after his other studies are completed, and be justified in expecting to become a finished player. Technical practice from childhood, carried on systematically and constantly, is absolutely necessary with those who see, and such a course must be even more essential with the blind.

Because of the fact that our pupils receive a thorough musical training in connection with their school work, the time spent in our school should be longer by several years than the time of the ordinary student of our public schools. With one subject in music theory and the study of one instrument or of the voice, two literary studies are probably all that may be taken with advantage, during the High School course. The adherence to a plan of this kind would tend to insure physical security, while the attainments would be more satisfactory and would be secured without strain.

To this end we should provide the best musical training possible, and our diplomas should have weight in the music world. Now, that we have a comprehensive course of study mapped out, it should be closely followed with a view to the graduation of pupils. We hope very soon to have arranged a scheme of counts to be secured in the various musical subjects, such counts to be the result of examination, after the plan laid down by the American College of Musicians. Each subject must have been studied at least the required number of terms, and the results must be similar to those of our conservatories.

We hope to do much more along the lines of music theory than has been accomplished before. All pupils, making a serious study of any instrument or of the voice, shall be expected to pursue the theoretical subjects of the course. To our pupils, music

Junior, Preparatory and Senior Choirs.

theory is of immense importance. The cultivation of the musical intelligence in connection with the executive ability, brings about a freedom and mastery not to be attained by the study on its purely technical side. We have no time for music as a mere accomplishment or as a means of pleasure only. To us it is a serious business, meaning the fullest development of a faculty which is immeasurably more valuable to the blind than to the seeing person, because of his dependence upon it. This development should not be limited to music on its sensual side only, although this is most important to growth; but should include the far-reaching subjects of music theory, thereby cultivating the intellectual perception and conception of musical things and increasing general culture and appreciation.

In some respects the work of the year has been conducted along different lines from former years. A little less attention has been devoted to choir work as possibly of somewhat less importance in the general scheme of things than is training on the individual basis. Very good work has been done with fewer hours of practice.

The piano work has been satisfactory, although we hope to attain to more uniformity in methods, for the sake of convenience and to secure better team work. The tutoring by advanced pupils in this department has been thoroughly established, and the results have been very good for the first year. The work of the pupil-tutor is carefully regulated and criticised by teachers each day. We feel that the time spent in teaching these young women how to instruct others is of more importance to them than that time spent in practice or study. The interest of the tutors in their work has been marked, and the tutoring hour has been a pleasant one.

Very creditable work has been done in the individual voice department. We do not think it necessary that many students should take up this work. There is no need of a young man or woman spending valuable time in the cultivation of a voice which will never bear the criticism of the world. We, therefore, feel that the number of pupils engaged in voice work should be limited to the very few who exhibit ability at the start. The number of requisites to success is much larger than in the study of an instrument. It is absolutely necessary that there be the making of a voice, a musical intelligence, a correct ear, a good understanding of the elements of music—time, dynamics, phrasing, etc.—and last but not least, industry and perseverance. We have not found all of these qualities in the pupils whom we have accepted, by any means, but we are pruning our lists constantly in order that we may not waste time in teaching where the results will not be important.

Very substantial and excellent work has been done at the pipe organ. Our pupils are studying the most serious compositions with the greatest enthusiasm. The new bellows and the larger water pipes for the motor have given us additional and sustained pressure, and we are now troubled very little because of lack of power.

The stringed quartet is one of the most interesting features of Mr. Fricker's work. The orchestra is hampered by lack of good instruments. A flute and cornet are much needed, also violin and viola bows. Other work makes it impossible for the members of our little orchestra to do all they wish along this line.

Some of our needs are the following: Additional pianos for practice and more practice rooms; more room and cases for our music library, which is now carefully rearranged and catalogued;

more time in studying our Point Music Notation, and also for classes in Music Theory; time for reading of articles and criticisms upon music and musical people of the day.

We have been unable to attend any concerts of importance this year, but hope that circumstances may make this possible next year.

Two of our recital programs are herewith appended.

Very respectfully submitted,

LILLIAN L. GREENE,
Musical Director.

MID-YEAR RECITAL.

NEW YORK STATE SCHOOL FOR THE BLIND, MARCH 4, 1903.

PROGRAM.

Organ—Fugue in G minor.....*John Sebastian Bach.*
Gordon Hicks.

Piano—
Sonata, *Op. 26*.....*Ludwig van Beethoven.*
a. Andante con Variazioni (Theme with five variations).
b. Scherzo.
c. Marcia funebre sulla morte d'un eroe.
d. Allegro.
Gregory Martin.

String Quartet—
a. Love Song.....*Ernst E. Taubert.*
b. The Lorelei.....*Joseph Nesvadba.*
c. Minuet.....*Luigi Boccherini.*
1st Violin, Augustus Fricker. 2nd Violin, Ivie Mead.
Viola, Forest Marsh. Violoncello, Alfred Comethier.

Organ—Largo from "Xerxes".....*Georg Friederich Haendel.*
Samuel Fay.

Piano—Moonlight.....*Franz Bendel.*
Ella McLennan.

Vocal Solos—
a. Ecstasy.....*Mrs. H. H. A. Beach.*
b. At Parting.....*J. H. Rogers.*
Jennie Wilkins.

Violin—
a. To Spring.....*Edward Grieg.*
b. Hungarian Dance.....*Joseph Haesche.*
Ivie Mead.
Accompaniment by Mary Penderleith.

Organ—
a. Elevation.....*Camille-Charles Saint-Saens.*
b. Scherzo in F minor.....*Harry Rowe Shelley.*
Gordon Hicks.

Piano—Nocturne, *Op. 15, No. 2*.....*Frederic Francois Chopin.*
Mary Penderleith.

Vocal Solo—Rest.....*Horatio W. Parker.*
Ella McLennan.
String Quartet—
a. Theme with Variations in G.....*Francis Joseph Haydn.*
b. Gavotte in D.....*Christoph Willibald Gluck.*
Organ—Fanfare.....*Nicolas Jacques Lemmens.*
Samuel Fay.

RECITAL BY THE PUPILS OF THE SCHOOL OF MUSIC.

OF THE NEW YORK STATE SCHOOL FOR THE BLIND, BATAVIA, N. Y., TUESDAY EVENING, JUNE 2, 1903.

In the Chapel.

PROGRAM.

PART I.

Organ Solo—Swedish Wedding March.....*Soedermann.*
Gordon Hicks.

Piano Solo—Morgenstimmung (Morning-Mood).....*Grieg.*
Alma E. Parker.

Vocal Solo—The Silent World is Sleeping.....*Buck.*
Jennie R. Wilkins.

'Cello Solo—Berceuse, from "Jocelyn".....*Godard.*
Alfred Comethier.

Piano Solo—
a. The Shepherd's Tale.....*Nevin.*
b. An den Fruehling (To Spring).....*Grieg.*
Mary M. Meleski.

Vocal Duet—"I would that my Love".....*Mendelssohn.*
Viola R. Contraman and Ella M. McLennan.

Piano Solo—Nocturne, *Op. 37, No. 1*.....*Chopin.*
Christine M. Kieffer.

Cantata—The Feast of Adonis.....*Jensen.*
Senior Choir.

Solos by Misses Wilkins and Kieffer.

Trio of solo voices by Misses Kieffer, Wilkins and Meleski.

PROGRAM.

PART II.

Organ Solo—Pastorale, *Op. 38, No. 6*.....*Best.*
Samuel H. Fay.

Duet for Two Pianos—Feu Roulant (Rolling Fire).....*Duvernoy*
Mary E. Penderleith and Margaret E. Schoeffel.

String Quartet—
a. Quartet in G major.....*Haydn.*
b. The Erl King.....*Schubert.*

1st Violin, Augustus Fricker. 2nd Violin, Ivie M. Mead.

Viola, Forest Marsh. 'Cello, Alfred Comethier.

Vocal Solo—A Summer Night.....*Thomas.*
Ella M. McLennan.

Piano Solo—Rhapsody, No. 11.....*Liszt.*
Gregory J. Martin.

Violin Solo—Concerto in A minor.....*Accolay.*
Ivie M. Mead.

Piano part played by Mary E. Penderleith.

Chorus—Achieved is the Glorious Work, from "The Creation".....*Haydn.*
Senior Choir.

Organ accompaniment by Gordon Hicks.

MUSIC COURSE.

Notation and Terminology.

The staff; meter; rhythm; F, G, and C clefs; signature of time and key; dynamics; tempo; form. The study should be objective throughout, the essential nature and relation of things being first considered and then the signs therefor. The study should be accompanied from the first with daily exercises in writing, in rendering by voice or instrument, and interpreting or reading by ear. This will give facility in the use of notation, accuracy in performance, and will render the contents of the staff intelligible to the ear. The cultivation of discriminating aural perception is much neglected, and yet the contents of a musical expression should be as intelligible to the ear when rendered into sound as are the contents of a picture to the eye.

In the various departments of music a large number of terms of special significance and derived from many sources are employed, and with which the student of music should be acquainted. This study is designed to bring out the technical and exact meaning of such terms, together with their derivation, orthography and correct pronunciations. The study should include a critical examination of terms used in melody, rhythm, dynamics, meter, harmony, counterpoint, and, in short, in every branch of music. The following are examples: Define key, scale, mutation stop, triad, adagio, stretto, exposition, the inverted turn, etc.

MUSIC HISTORY.

One Year—First Term.

Origin and nature of primitive music, vocal and instrumental; music among the Hebrews and other ancient nations; development by the Greeks; origin of the organ.

Music from the beginning of the Christian era through the first ten centuries; influence of the church; the Ambrosian and Gregorian modes; notation; origin of polyphony.

Music from about 1000 A. D. to 1400 A. D.; development of notation and polyphony; church and secular music; counterpoint; influence of the Crusades; the Troubadours and Minnesingers; the Folk Song; the organ.

Second Term.

Music, 1400 to about 1600; the advance of counterpoint; the Netherlandic epoch; progress and influence of secular and church music; culmination of counterpoint; rise of opera and oratorio; progress of instrumental music; improvement of the organ.

Music, 1600 to 1700, in Germany, Italy, France, England and other countries; development of the opera and oratorio; introduction of the harpsichord and clavichord; the progress of instrumental music; the violin group; wood and brass instruments and the organ; the orchestra.

Music, 1700 to the present; Italian, French and German Opera; oratorio, cantata and passion music; instrumental music; the song; development of musical forms; the pianoforte; development of the modern tonal style; derivation of standard pitch.

HARMONY.

Four Years—First Year.

A thorough working knowledge of the formation, names and classification of intervals, scales, keys, chords; figured bass; structure of forbidden progressions. The student should be prepared to recognize these elements by ear, and to form them with facility upon the key-board. Rules of part-writing; concords and their inversions in all keys; auxiliary and passing notes; cadences; the phrase and period; dictated and original exercises to be written and played; reading by ear.

Second Year.

Discords and their inversions; modulation; dictated and original exercises, with figured bass, to be written and played; harmonizing melodies; reading by ear.

Third Year.

Altered and ambiguous chords; dictated and original exercises in figured bass; modulation; harmonizing melodies with modulation; reading by ear; exercises to be written and played.

Fourth Year.

Organ point; suspension; anticipation; passing notes; melodic embellishments; harmonic embellishments; harmonizing melodies and unfigured basses; figuration; reading by ear; exercises to be written and played.

COUNTERPOINT.

Four Years—First Year.

Two parts; one, two, three, four, six and eight notes against one; syncopation; florid counterpoint; dictated and original exercises, to be written and played daily; reading by ear.

Second Year.

Three parts; all classes as in first year. Four parts; all classes as in first year.

Third Year.

Counterpoint in five or more parts; imitation; canon. In addition to the study of examples, the student must prepare original exercises throughout the course. Fugue; the subject; real and tonal answers; counter-subjects; episode; reply; modulation; stretto; pedal point; analysis and classification of examples; original work; reading by ear.

Fourth Year.

Double, triple and quadruple, with advanced study of subjects, as in third year.

MUSIC FORM.

Three Years—First Year.

Meter; rhythm; section; phrase; period; small and large primary forms; licenses of construction; development of motives; composite primary form; theme and variations; etude; dance forms; march; idealized dance forms; special forms; reading and analysis throughout the course, with original work.

Second Year.

The rondo; first, second, third and mutational forms; vocal forms; first and third parts of sonatina forms in major and minor; omissions; second part of sonatina form.

Third Year.

The sonata; principal subject; secondary subject; closing group; coda; connecting link; third part; modulations; modifications; developments; theoretic work; finale; higher rondo forms; the fourth and fifth forms; the slow movement; the composite large sonata; other applications of the instrumental forms; canon and fugue; aural reading and analysis throughout the course, with original work.

PIANO.

This subject is divided into two courses: the preparatory, consisting of three grades; and the collegiate, comprising four grades, the work being continuous.

PREPARATORY COURSE.

First Grade.

Course in the development of the fingers, hand and arm. Exercises in relaxation and contraction; finger gymnastics, first away from the piano, then at the piano, as prescribed by the Synthetic Method for the Pianoforte by Albert R. Parsons and Kate S. Chittenden. In connection with this method, the Normal Course of Piano-Technic, by William B. Wait, Superintendent of the New York Institution for the Blind; Koehler, Op. 190; Mathews' Graded Course of Studies; studies and pieces by Burgmueller, Baumfelder, Gurlitt, Loeschhorn, Spindler and others, and occasionally the easier sonatinas by Clementi, Krause and others, suitable for this grade.

Second Grade.

The Normal Course of Piano-Technic, with occasional exercises from the Synthetic Method; Mathews' Graded Studies; studies by Lemoine, Loeschhorn, Duvernoy, Burgmueller, and easy pieces by Gurlitt, Lichner, Kuhlau and others, suitable for this grade. Occasional sonatinas by Clementi, Krause and others.

Third Grade.

The Normal Course of Piano-Technic; Mathews' Graded Studies; Heller, Op. 47; Czerny's School of Velocity, Book 1; sonatinas by Clementi, Kuhlau and others; easy sonatas by Haydn. Pieces suitable for this grade.

COLLEGIATE COURSE.

Freshman Grade.

The Normal Course of Piano-Technic; Mason's Touch and Technic; Mathews' Graded Studies; Heller, Op. 45; Krause's Trill Studies; Bach's Inventions (two-voiced); Doering's Octave Studies; Czerny's School of Velocity; sonatas by Haydn, Mozart and Beethoven; Mendelssohn's Songs Without Words, and compositions from the works of other masters, suitable for this grade.

Sophomore Grade.

The Normal Course of Piano-Technic; Mason's Touch and Technic; Bach's Inventions (three-voiced); studies by Czerny and Cramer; Clementi's Gradus Ad Parnassum; sonatas by Mozart and Beethoven; Chopin's mazurkas, nocturnes, waltzes, together with works of Raff, Rheinberger, Bendel, Gade, Scharwenka, Moszkowski, and other modern composers, suitable for this grade.

Junior Grade.

Technical work prescribed by the American College of Musicians; Bach's Well-Tempered Clavichord; Clementi's Gradus Ad Parnassum; Kullak's Octave Studies; Jensen's Etudes, Op. 32; sonatas of Beethoven; the larger compositions of Chopin and Mendelssohn; selections from Weber, Schumann, Schubert, and others, prescribed by the American College of Musicians, suitable for this grade.

Senior Grade.

Technical work prescribed by the American College of Musicians; Bach's Well-Tempered Clavichord; Tausig's Daily Studies; Henselt's Etudes; the more difficult sonatas of Beethoven; the most advanced compositions of Mendelssohn, Chopin, Schumann, Rubinstein, Saint-Saens, Liszt, Brahms, prescribed by the American College of Musicians, and other compositions suitable for this grade.

THE ORGAN.

Students must have completed the course in piano as far as the end of the Freshman Grade before beginning the organ. They must also con-

tinue their study of the piano while taking the organ course. They must have also completed their second year in harmony.

Stainer's Organ Method will be used as the best method of grounding the student in the polyphonic style of playing characteristic of this instrument. Pedal studies; the various organ works of Rink, Bach and others; sonatas by Mendelssohn, Merkel, Rheinberger, Guilmant, and other standard compositions of the German, French, English and American schools. Thorough drill and practice in the various styles of hymn playing, together with the study of accompaniment for solo, quartet and chorus, as found in the oratorios of Haendel, Haydn, Mendelssohn and others.

Special attention will be given the study of improvisation, the student being required to apply his knowledge of harmony and modulation in the formation of interludes, preludes, etc.

THE VOICE.

Students making a specialty of voice must also study the piano, which may be discontinued after satisfactorily completing the work of the Freshman Grade.

The first two years are devoted to the placing of the voice and the study of such songs as are best calculated to give opportunity for the practical application of what has been taught fundamentally. The remainder of the course is devoted to the further development of the voice and understanding of the student, and greater attention and prominence are given to phrasing, style and finish in the study of classical compositions, including arias from the operas and oratorios. Some of the works used are the exercises of Concone, Panofka and Bonaldi.

SINGING CLASSES.

First Grade—Junior Choir.

Each day for twenty minutes. All beginners whose voices have not matured, and who are capable of singing a correct scale of one octave, are eligible to this class. Beginnings of voice culture. Songs by rote and dictation. One part.

Second Grade—Preparatory Choir.

Each day for twenty minutes. Those promoted from the Junior Choir are eligible to this class. Continuance of voice culture. Songs by rote and dictation. Rounds and catches. Two and three parts.

Third Grade—Senior Choir.

Each day for forty minutes. Only matured voices are admitted to this choir. Voice culture. Four parts. The Damrosch Method, as far as possible. Compositions of a sacred and secular character are carefully studied.

THE VIOLIN.

For beginners, the Joachim Method, The Violin School by Louis Schubert, and Henning's Violin School. Later, the De Beriot and Hermann Studies. For more advanced pupils, the Kreutzer Studies.

Technical exercises include scales in quarters, eighths, triplets and sixteenths, in thirds, sixths and octaves, both legato and staccato. Compositions for violin and piano by Mozart, Wieniawski, Raff and others. Sonatas for piano and violin by Mozart. Selections by De Beriot. Duets for two violins and piano by Papini. Compositions by Bach.

OTHER INSTRUMENTS.

Attention is also given to the viola, 'cello and bass, flute, clarinet and cornet, for the purpose of maintaining a small orchestra.

ORCHESTRAL PRACTICE.

Opportunity for ensemble practice is afforded all pupils who are sufficiently advanced. A quartet, consisting of first and second violins, viola and violoncello, is maintained. An orchestra of thirteen instruments, consisting of five violins, two violas, 'cello and bass, flute, clarinet, two cornets, drum and cymbals, is also established.

PIANO TUNING.

First Grade.

The general study of pitch and musical intervals. Their application as employed in tuning. Structure of the temperament.

Second Grade.

Principles and practice of piano tuning continued. Musical acoustics, embracing the theory of scales, harmonics, beats and temperaments. Study of general construction of pianoforte begun.

Third Grade.

Tuning continued as in previous grades. Study of mechanism of pianoforte action in minutest detail. Stringing and principles of action regulating. Simple repairing operations.

Fourth Grade.

Tuning practice as in previous grades. Setting up and regulating piano actions. Voicing, capping, etc.

INDUSTRIAL BUILDING.
First floor, piano tuning; second floor, broom and mattress making and chair caning.

REPORT OF INSTRUCTOR OF TUNING.

O. H. Burritt, *Superintendent:*

Dear Sir.—The following report of the tuning department is respectfully submitted:

The number of pupils enrolled during the year was fifteen. In January two of the younger pupils were temporarily withdrawn until their advancement in the literary department permits them to devote most of their time to the study of music and tuning. There were two graduates at the end of the term, leaving eleven pupils to continue the work.

I am very glad to be able to say that the results of the efforts put forth during the year have been far beyond what could have been reasonably expected. The advanced pupils have made exceptionally good progress in action regulating and repairing, a proof of which can be found in the fact that in more than half of the unusually large number of pianos and organs outside of the school which were tuned by the pupils, the action work was of much more importance than the tuning, and was so satisfactory in every case that several were secured through the reputation established by the tuners in their work on other pianos. By persistent effort and continued practice, considerable skill was acquired in the performance of many difficult operations which are commonly neglected or not attempted by many piano tuners. Among them, there may be mentioned the capping of hammers and tone regulating, making and replacing damper and other action springs, replacing flange pin bushings and all other action parts.

The progress of the pupils in organ tuning was quite satisfactory considering the limited number of instruments available for practice. Arrangements for more extended practice along this line would be desirable.

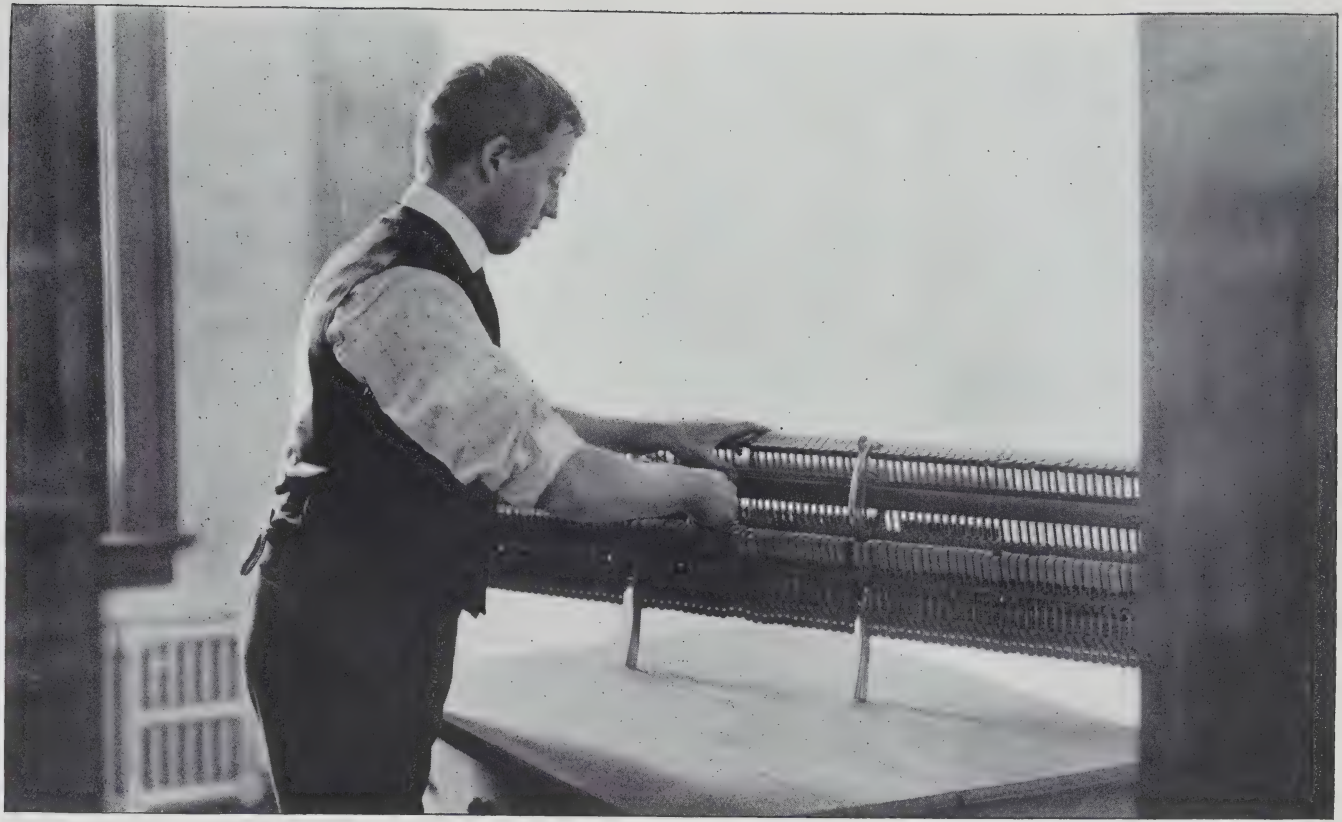
Gratifying reports have been received of the success of graduates in previous years. Messrs. Buchanan and Reiflin, of the class of 1901, have secured lucrative positions in piano factories in Dolgeville and New York, and Mr. John Fowler who was graduated in 1902, and has since been engaged in building up a tuning practice in the vicinity of his home at Lowville, has earned over one hundred dollars, which should be considered an excellent showing for the first year.

The prospects of providing factory practice for some of the pupils during the summer months seem to have brightened, and it is to be hoped that it will lead to permanent employment for those of our graduates to whom factory positions are most desirable.

Yours respectfully,

FRANK S. HARRIS,
Instructor of Tuning.

Boys' Industrial Department—Broom Winding.



Tuning Department—Repairing Piano Action.

REPORT OF MASTER OF HANDICRAFT.

O. H. Burritt, *Superintendent New York State School for the Blind, Batavia, New York:*

Dear Sir.—In accordance with your request, I herewith submit my annual report of the Boys' Industrial Department.

During the present year there have been 31 pupils registered in the various branches of the department, of which 15 took broom making, 13 chair caning and 3 mattress making. I am pleased with the manner in which the pupils take to their work in this department; it is a mark of success for boys who grow up to manhood and have never done any work to go into a shop and accomplish work that will compare with their seeing competitors. The pupils are very enthusiastic in their work, and many of them will become independent, self-supporting men; I am striving to make them self-reliant, and it can be done. It does not seem a great thing for many of the boys to be able to earn a living for themselves. We find many blind men all over the country who are self-supporting, who have never had the opportunities of such a school as this, and I see no reason why many of our boys will not be ready to meet life outside after receiving such instruction as is given them here. But in order to prepare them for their work we must be constantly helping them to forget their little peculiarities and encourage them in business methods.

The broom business is in good demand at present, and if a blind man can manage it, it will be an honest and enterprising

business for him. There is being agitated at this time a movement to prohibit all prisons from manufacturing brooms, and if this can be done it will be an enlarged field for broom manufacturing. There are many large towns where broom factories would do well, and I would suggest that some of our pupils locate in such towns. The only thing in which a blind man cannot compete with a seeing man is speed, and this is true of all work taught them.

The mattress work is a very useful occupation and easily mastered. The pupils do all the repair work for the school.

Chair caning is the best work that can be taught the younger boys, as it teaches them to use their fingers and thus fit themselves for other work. The pupils recane all of the school chairs as well as caning for people here in town.

The demand for finished product has always been very satisfactory since I have had charge of the department.

In conclusion, I will say that I am well satisfied with the work accomplished.

Respectfully submitted,

L. J. H. CRAFT,
Master of Handicraft.

Girls' Industrial Department.

REPORT OF MISTRESS OF HANDICRAFT.

O. H. Burritt, *Superintendent New York State School for the Blind:*

Dear Sir.—In submitting this report, it gives me pleasure to say that the work of the girls in my department, in most cases, has been very satisfactory. I think the industrial training one thing that will make these girls useful and happy in their homes.

They are very industrious and persevering in learning new things. The class of small girls has made good progress, and the results show the benefit of beginning their training while very young. The Raphia work I consider excellent work for the training of their fingers, also the sewing of the braid together exercises their inventive genius in shaping different articles, as doll hats, small baskets, etc. I have encouraged the girls to use the class periods entirely for practical work, as sewing by hand and machine, doing their fancy work in their reading hours and in spare time they may have outside of class hours. I feel this plan has incited them to habits of industry, as they are rarely seen without some work in their hands.

I am glad to report progress in the quality of work done; many garments made this year are of fine material and tastefully trimmed. The older girls manage the machines successfully, doing fine tucking and other difficult work.

Two half days of each week have been given to basket and raphia work; scrap baskets, work baskets, and small fancy baskets have been made of reeds, splints, and other material.

This work is a great pleasure to the girls, taking the place of the bead work they have done so long. The older girls have repaired their clothing and darned their stockings.

My experience leads me to believe that blind girls can be successfully taught most of the forms of handicraft, providing an amount of patience is exercised with them, and an opportunity for practicing all forms of activity possible is given them.

The following is a list of articles made during the school year:

40 towels.
6 dress skirts.
16 pairs drawers.
43 towels.
8 baby dresses.
2 dressing sacques.
6 baby sacques.
5 work bags.
24 pupils' napkins.
14 tray cloths.
1 bed quilt.
19 corset covers.
8 sash curtains.
2 dolls dressed.
67 sheets.
5 underskirts.
10 holders.
4 knitted sweaters.
6 shirtwaists.
5 gymnasium suits.
2 marguerites.
1 crocheted facinator.
15 pairs knitted slippers.
18 night gowns.
65 pillow slips.
2 knitted shawls.
6 fine outside skirts.
18 boys' blouses.
1 clothespin bag.
10 night shirts.
4 baby's long skirts.
5 braided belts.
2 child's shirts.

Respectfully submitted,

H. E. PIERSON,

Mistress of Handicraft.

Class of Senior Boys at Physical Exercise.

REPORT OF THE PHYSICAL CULTURE DEPARTMENT.

To Prof. O. H. Burritt, *Superintendent New York State School for the Blind, Batavia, New York:*

My Dear Sir.—In accordance with your request my annual report for the department of physical culture is herewith respectfully submitted:

The undersigned has been in charge of this department since November 10, 1902, at which time classes were organized and systematic work for the year commenced.

This department's class register shows a total registration of 139 pupils, and an average daily attendance of 128. These were divided into eight classes, with an attempt at grading the classes according to the several abilities of the individual members thereof. Five hours per diem of actual working time has been given to all classes. Of this time one hour and a half has been given to the three classes representing the primary and kindergarten departments of the school, or a period of thirty minutes to each respectively. The remaining three and three-fourths hours have been given to the five classes representing the senior and intermediate departments of the school, or a period of forty-five minutes to each respectively. The above provision as to time is fairly satisfactory as applied to the three under classes, but is not satisfactory as applied to the five older classes. It is the judgment of the instructor that each of the five older classes should be allowed a period of at least one hour for work in the gymnasium.

Such a period would contemplate a complete change of clothing before and after work, and also time for the use of the shower bath before resuming street clothing.

All pupils of both sexes included in the above older classes should be provided with suitable clothing to be worn in the gymnasium and at all times when doing gymnasium work. The practical reason and the hygienic necessity of such clothing is obvious.

It is further reported that each individual of the five senior classes is provided with an individual locker which fastens with a combination lock. These lockers are a safe and convenient space for keeping clothing, but have been of very little service, owing to lack on the part of the pupils of suitable gymnasium clothing. In this connection it occurs to the instructor that it is important that suitable seats in the shape of stationary benches be placed in front of each row of lockers for the use and convenience of pupils when making a change of clothing.

On or about the 9th day of September, 1902, the physical measurements and anthropmetric test of all male pupils over fourteen years of age were taken, together with their personal history and hereditary tendencies so as far as ascertainable. It was ascertained as a result of this examination that there was prevalent among all pupils so examined a general deficiency in the development of the flexor and extensor muscles of the lower limbs, inadequate lung capacity and faulty shoulder and chest development. The work prescribed was, therefore, planned, so far as possible, with a view to correcting these very apparent faults.

On or about the 18th of May, 1903, all the said pupils were re-examined, to ascertain if any noticeable improvement in their condition had been made. The result shown by the second exam-

New York State School for the Blind, Batavia, N. Y.
Gymnasium.

ination was gratifying indeed. There was shown, with only three or four exceptions, splendid improvement in chest and shoulder measurements and considerable improvement in all the principal muscles, and remarkable gains in lung capacity and strength tests. Space and time do not allow the giving of any lengthy citation of examples of these measurements, which have now become a matter of school record, and may be examined at will.

On the 20th day of March, 1903, occurred the first public exhibition in the history of this department. A nominal admission fee of ten cents was charged.

On the 17th of April, 1903, an exhibition in conjunction with the local Y. M. C. A. was given. An admission fee of fifteen cents was charged. The receipts of this exhibition were divided equally for the benefit of the Y. M. C. A. and the school gymnasium. The total amount accruing to the gymnasium fund from these two exhibitions was $10.45. Of this amount, $3 has been expended for a twelve-pound shot and a twelve-pound hammer. The further sum of ninety-seven cents was expended for expressage and repairs on same, leaving a balance at date of $6.48.

On the 27th of May, 1903, a well attended free public exhibition was given.

It is further reported that all apparatus in the gymnasium is in good condition and repair. In the judgment of your instructor, the giant stride and toboggan ropes, which are a part of the gymnasium equipment, are of little value in a gymnasium intended for the use and instruction of the blind, and that the possible benefits to be derived therefrom are not commensurate with the risk of injury incurred from their use. It is, therefore, recommended that the two above-named appliances be sold or exchanged for other more suitable equipment.

I do further recommend the purchase of the following additional apparatus and equipment—this:

Two gymnasium mats, 5′ x 20′; 2 dozen heavy-weight double clubs; 18 medium-weight double clubs; 2 dozen 10-pound steel bars; 8 wire window cages, 48″ x 73″; 7 window curtains, 47″ x 83″, and also sufficient rubber matting to cover the floor leading from the locker rooms to the shower bathroom, the exact dimensions of which rubber matting cannot at this time be given.

It has ever been my opinion that all gymnasia should, as nearly as possible, be placed upon a military basis. This is especially desirable where good discipline is one of the factors to be considered in the management of the gymnasium. My experience in conducting this school gymnasium has only served to confirm and emphasize that opinion. It is, therefore, recommended that forty "dummy" rifles be purchased or made, with a view to introducing and establishing military drill and practice as a regular feature of the gymnasium work.

Your instructor desires to call your attention to the following needed improvements in or about the gymnasium building: The front entrance to the basement, which entrance is situated between the steps that lead up on either side to the platform of the upper front entrance to the main room of the gymnasium, should be protected at the side by railing and in front by a movable chain guard, to obviate the danger of any pupil falling into said entrance to basement. This danger is considerable, especially at the time of changing classes, when the steps and the walk in front of the steps are somewhat crowded by the unusual number of pupils that are necessarily there at that one time. There should be furnished a tank, filter, or other suitable container for drinking water. Experience has shown that the

present heating facilities are inadequate to maintain a regular and sufficient degree of heat in ordinary winter weather. In my judgment, necessity calls for the placing of at least two more steam radiators on the floor of the main gymnasium room.

It affords me great pleasure to report that no accidents of a serious nature have occurred in the gymnasium since the present instructor has been in charge, also to note the progress made by the majority of those who have pursued the work of this department faithfully and persistently. Your instructor desires to express his appreciation of the interest and enthusiasm in the work displayed by those whom it has been his duty and pleasure to teach, such interest and enthusiasm as leads him to hope that the work of this department has not been altogether in vain.

JAMES P. CLARK.

REPORT OF THE HOUSEKEEPER.

O. H. Burritt, *Superintendent New York State School for the Blind:*

Dear Sir.—It is with pleasure I submit the following:

The school year of 1903 is a thing of the past. The advantages gained and the difficulties overcome have been many. With the exception of a short time after the holidays, I might say perfect health prevailed. We had more fresh fruit than the previous year; indeed apples lasted until spring, the same being conducive to good health, and we had a variety of vegetables as well. Up to date we have canned more fruit by far than last year, and there is still a variety remaining, such as quinces, prunes (home grown), pears, peaches.

With an up-to-date laundry, steam cooking apparatus, and of more importance still—new plumbing throughout the main building—we will be able to do better work, and more satisfactory to all concerned. In institution work one should guard against everything that has a tendency to provoke disease in any form.

Very respectfully,

Mrs. M. P. ANNABEL.

HORSE BARN. GREENHOUSE. HOSPITAL.

REPORT OF ATTENDING PHYSICIAN.

Superintendent O. H. Burritt, *New York State School for the Blind:*

My Dear Sir.—I respectfully submit the following report for the year ending September 30, 1903:

Number of pupils examined upon admission, boys, 82, girls, 58; total 140.

During the year we cared for the following cases of illness:

Chicken-pox	26
La grippe	3
Typhoid fever	1
Erythema, simple	1
Urticaria	1
Fracture of the shoulder	1

As will be seen from the above report, the past year has been one markedly free from much illness among the pupils. The only trouble we encountered at all came from the twenty-six cases of chicken-pox, two of which were very severe and were almost suggestive of varioloid.

During mid-winter, owing to the development of smallpox nearby, it was thought best to vaccinate all officers, teachers, pupils and servants connected with the school. One hundred and seventeen were accordingly vaccinated—some of them much against their wishes—but our much respected Superintendent made the way easy for those to follow by being the first to volunteer to submit to the "terrible ordeal." A very fair percentage

of the vaccinations worked, with only a few sore arms as a result.

In conclusion I wish to thank Superintendent Burritt for his help and the interest he has always taken in this department of the school, and also to thank Miss Gould and Miss Hinsdale for their faithful attention to and care of the pupils when ill.

Very respectfully submitted,

F. L. TOZIER,

Attending Physician.

REPORT OF OPHTHALMIC EXAMINER.

O. H. Burritt, *Superintendent New York State School for the Blind:*

Dear Sir—During the year twenty-nine new pupils were examined.

Blindness, result of ophthalmia neonatorum	11
Blindness, result of congenital malformation (coloboma of choroid)	1
Blindness, result of atrophy of the optic nerve	6
Blindness, result of congenital amblyopia	1
Blindness, result of cataract	3
Blindness, result of explosion (stophyloma or phthisis bulbi)	3
Blindness, result of choroiditis	1
Blindness, result of kerotoglobus	1
Blindness, result of retinitis pigmentosa	1
Blindness, result of trachoma and pannus	1
Total	29

The three with cataracts probably also have some trouble with the interior of the eyes which could not be seen. The one with trachoma and pannus was sent to a hospital and fairly useful vision was restored.

All old pupils were inspected twice and five with cataracts advised to have operations performed. Two of these were operated upon, and in one some improvement in vision was gained. One with a central opacity in the cornea was advised to have an iridectomy performed.

Nose and throat examinations disclosed some trouble in all of the new pupils. All but six have adenoids, and four of the six exceptions were doubtful. None had any trouble with their ears.

The urgent necessity for the proper treatment of the noses or throats of nearly every pupil in the institution cannot be too strongly emphasized.

LORENZO BURROWS, Jr.,
Ophthalmic Examiner.

Stereograph. PRINTING ROOM. Drying Frames.

REPORT OF STEREOTYPER.

Professor O. H. Burritt:

Dear Sir—I respectfully submit to you the following report:

The most of the work done in this department is put in permanent form, though a small proportion of time has been spent in stereotyping questions for examinations and other matter of limited use, upon paper.

We use the New York point system almost entirely, though we have a Braille machine and both systems are read with ease by the older pupils.

We can make as many as six copies at once on the New York point machine, using very thin paper. They are made firm by putting shellac on the back. We make use of these when the matter is not considered of enough value to put upon a brass or zinc plate, and also, where a limited number of copies, only, will be used.

We use the New York point musical system entirely, and our pupils do not understand the Braille musical notation.

During the year the following work has been done in the stereotyping department:

1. Zinc and brass plates stereotyped:

Music, small pages	386
Literary work, small pages	93
Literary work, large pages	257

2. Printing from stereotyped plates:

Music, small pages	580
Literary work, small pages	3,500
Literary work, large pages	900

Yours respectfully,

AMY H. POST,

Stereotyper.

Catalogue of Tangible Music in the New York Point System, Stereotyped and Printed in the New York State School for the Blind, Batavia, N. Y., previous to September, 1902.

NOTE.—The music which now follows requires certain explanations. It was stereotyped previous to the school year, 1902–03, when the present management assumed control. Up to that time, the following departures and changes were made, which will be found in use in the music succeeding. These changes are now greatly deplored by us, as much valuable music was thus improperly transcribed. We feel, however, that because of the comparatively large amount of it and also because of its value, it should be placed within the reach of the public, as well as of our own pupils. We have, therefore, made the explanations as clear as possible and will enclose a point copy of such to all purchasers of music so written.

Since September, 1902, all music has been prepared according to the rules found in the text book of the New York Point System of Musical Notation, and later rules not found therein, but established by the author, Mr. William B. Wait.

CHANGES FROM THE REGULAR RULES OF THE NEW YORK POINT SYSTEM OF MUSICAL NOTATION, AS FOUND IN THE FOLLOWING MUSIC.

1. The measures are not numbered along the left side of the page. This will serve to distinguish the following music from that which is written strictly in accordance with the rules of the New York Point system of musical notation.

2. The octave-sign will be placed only before a note which is a fifth or more from the preceding note, without regard to whether such note is in the same or a different octave.

3. The two-point repeat-sign is used in a measure to repeat the music of a single count (always the one immediately preceding the repeat-sign), to repeat a half measure, and sometimes to repeat a group. These are its only uses when it appears *within* a measure.

4. When the with-sign is used, the two-point repeat-sign is often used to repeat that portion of a single voice which follows the with-sign without repeating that portion of the measure preceding the with-sign.

5. When part of the piece, closing with the double bar, is immediately repeated, such repeat will be expressed by placing two points in the *upper* row, separated from the preceding and following signs by two blanks.

6. When a repeated part of a piece, closing with a double bar, has two endings, each ending is expressed by the word-sign, followed by the number of the ending and then the music. For example—Word-sign No. 1 nd, word-sign discontinued, followed by the music of the first ending; word-sign, No. 2 nd, word-sign discontinued, followed by the music of the second ending.

7. When a passage, closing with a double bar, is immediately repeated, such passage is counted only once, when counting back measures for a repeat. Where first and second endings occur, each ending is included in the count-back.

8. In some cases repeats are indicated by the word-sign followed by the words *return to*, and the word-sign discontinued, then the number of the measure which begins the repeat and then the number of measures included in the repeat. Example—Word-sign, return to, word-sign discontinued, No. 2, No. 8, repeat, bar.

9. The value of a rest determines the value of the following note.

10. The value of an appogiatura determines the value of the following note.

11. When a succession of chords, having the same intervals, is variously fingered, the rule for the abbreviation of the writing of the intervals is followed; and in the chords following the first one, the finger signs are placed, in their order, before the lowest note of each chord, without repeating the intervals to which they refer.

12. In much of the vocal music, the sign *sn*, known as the music sign, is used for portamento, and when followed by the discontinuance sign and separated from it by one blank, stands for portamento discontinued.

13. When an accidental affects a chord consisting of a note and its octave, the accidental is placed in the point print, before the note, *only;* it being understood that it refers to the eighth interval also.

ADDRESSES OF MUSIC PUBLISHERS.

Ashdown, Edward, New York.
Boosey & Co., New York.
Boston Music Co., Boston.
Bote, Ed., & Back, G., Berlin.
Brainard's, S., Sons, Chicago.
Breitkopf & Haertel, Leipzig.
Church, John, Co., New York.
Ditson, Oliver, Co., Boston.
Fischer, G., New York.
Forberg, Robert, Leipzig.
Houghton, Mifflin & Co., Boston.
Harms, T. B., & Co., New York.
Lee & Walker, Chicago.
Leidt, M. M., New York.
Luckhardt & Belder, New York.
McKinley Music Co., Chicago.
Millet, J. B., Co., Boston.
Mills, F. A., New York.
Presser, Theodore, Philadelphia.
Rogers & Eastman, Cleveland.
Rogers, J. H., Cleveland.
Schirmer, G., New York.
Schmidt, Arthur P., Boston.
Schuberth & Co., New York.
Simrock, N., Berlin.
Summy, Clayton F., Chicago.
The Parish Choir, Boston.
White-Smith Co., Boston.
Wood, B. F., Music Co., Boston.

PIANO.

Adams, Mrs. Crosby....A Goldylock's Echo and Song of the Sea, from "The Very First Lessons at the Piano," Op. 9.....Summy

Bach, J. S.....Bourree, from the Third Suite for Violoncello, from "Half Hours with Best Composers," No. 6 (Klauser).....Millet

Bargiel .....March Fantastica, Op. 31, No. 3 (Scharfenberg) .....Schirmer

Baumfelder .....Holiday Eve, from "Studies in Phrasing" (Mathews) .....Presser

Baumfelder .....Peasant Dance, Op. 208, from "Album of Instruction" .....Presser

Beethoven .....Adagio, from Sonata, Op. 2, No. 3 (Litolff)...Schmidt

Beethoven .....Farewell to the Piano, from "Piano Classics" .....Ditson

Behr .....In the Month of May, Op. 575, No. 2, from "Pianist's First and Second Year" (Oesterle) .....Schirmer

Bendel .....By Moonlight, Op. 13, No. 3 (Peters).....Schirmer

Bendel .....In the Gondola.....Presser

Bendel .....Lied in G Major, from "Half Hours with Best Composers," No. 8.....Millet

Biedermann.....Valse Favorite.....Schirmer

Biehl .....Etude, Op. 139, No. 4.....Schirmer

Bohm .....Frolic of the Butterflies, Op. 282.....Presser

Chaminade .....The Flatterer.....Presser

Chopin .....Etude in G flat, Op. 25, No. 9 (Steingraeber) .....Schuberth

Chopin .....Mazurka in G Minor, Op. 67, No. 2.....McKinley Music Co.

Chopin .....Notturno, Op. 15, No. 2 (Kullak).....Schirmer

Chopin .....Valse, Op. 64, No. 2, from "Chopin's Works." Vol. III (Parsons).....Schirmer

Clementi .....Sonatina, Op. 36, No. 5.....Schirmer

Concone .....The Butterflies, Op. 25, from "Standard Graded Course of Studies," No. 3 (Mathews) .....Presser

Czerny .....Etudes, Op. 740, Book I (Vogrich).....Schirmer
(Numbers furnished separately.)

Czerny .....Etude, Op. 740, Book II, No. 10.....Schirmer

Czerny .....Etude, Op. 740, Book II, No. 13.....Schirmer

Czerny .....Etude, Op. 740, Book II, No. 14.....Schirmer

Czerny .....Etude, Op. 740, Book II, No. 16.....Schirmer

Czerny .....Etude, Op. 636, Book I, No. 1 (Buonamici) .....Schirmer

Czerny .....Etude, Op. 636, Book I, No. 2 (Buonamici) .....Schirmer
Czerny .....Etude, Op. 636, Book I, No. 5 (Buonamici) .....Schirmer
Czerny .....Etude, Op. 636, Book I, No. 6 (Buonamici) .....Schirmer
Czerny .....Etude, Op. 636, Book I, No. 7 (Buonamici) .....Schirmer
Czerny .....Etude, Op. 636, Book I, No. 8 (Buonamici) .....Schirmer
Czerny .....Etude, Op. 821, No. 1 (Buonamici).....Schirmer
Czerny .....Etude, Op. 821, No. 2 (Buonamici).....Schirmer
Durand .....Valse, Op. 83, from "Piano Classics".....Ditson
Emery .....By the Seashore, Op. 13, No. 2.....Schmidt
Frey .....Arioso .....Schirmer
Godard .....Canzonetta in B flat.....Schirmer
Godard .....Second Mazurka, Op. 54.....Schirmer
Godard .....Waltz, Op. 56, No. 2.....Ditson
Grieg .....Lyric Pieces, Op. 43, Book III, No. 1. The Butterfly (Peters).....Schirmer
Grieg .....Lyric Pieces, Op. 43, Book III, No. 6. To the Spring (Peters).....Schirmer
Grieg .....Patriotic Song, Op. 12, No. 8, from "Half Hours with Best Composers," No. 28.....Millet
Gurlitt .....Album Leaf, Op. 172, No. 2.....Schmidt
Gurlitt .....At Play, Op. 197, No. 8.....Schmidt
Gurlitt .....By the Spring, Op. 101, No. 5.....Schuberth
Gurlitt .....Canzonetta, Op. 172, No. 10.....Schmidt
Gurlitt .....Evening Song, Op. 172, No. 17.....Schmidt
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Gurlitt .....Going to School, Op. 117, No. 14.....Schirmer
Gurlitt .....Hunting Song, Op. 101, No. 19, from "Album Leaves for the Young".....Schuberth
Gurlitt .....Innocence, Op. 213, No. 7 (Litolff).....Schmidt
Gurlitt .....Lullaby, Op. 197, No. 1.....Schmidt
Gurlitt .....Loss, Op. 213, No. 5 (Litolff).....Schmidt
Gurlitt .....Morning Song, Op. 140, No. 2.....Schirmer
Gurlitt .....Scherzo, Op. 140, No. 17.....Schirmer
Gurlitt .....Slumber Song, Op. 101, No. 6, from "Album Leaves for the Young".....Schuberth
Gurlitt .....Sonatina, Op. 188, No. 1.....Schmidt
Gurlitt .....Sonatina, Op. 188, No. 2.....Schmidt
Gurlitt .....Song Without Words, Op. 101, No. 10, from "Album Leaves for the Young".....Schuberth

Gurlitt .....The Little Rogue, Op. 117, No. 18.....Schirmer
Gurlitt .....The Little Hero, Op. 197, No. 12.....Schmidt
Gurlitt .....The Sunshiny Morning, Op. 101, No. 3, from "Album Leaves for the Young".....Schuberth
Gurlitt .....Undaunted (Litolff), No. 2176.....Schmidt
Gurlitt .....Waltz for Grandpa, from "Standard Graded Course of Studies," No. 1 (Mathews)....Presser
Haydn .....Gypsy Rondo, from Trio, No. 5, in G, from "Piano Classics".....Ditson
Haydn .....Sonata, No. 11, in G (Klee).....Schirmer
Heller .....Sunday Morning, Op. 46, No. 4, from "Studies in Melody Playing" (MacDougall).....Presser
Henselt .....Ave Maria, Op. 5, No. 4.....Schirmer
Henselt .....La Gondola, Op. 13, No. 2.....Schirmer
Henselt .....Love Song, Op. 5, No. 11.....Presser
Henselt .....Morning Serenade, Op. 39.....Schuberth
Hiller.....Farewell, Dear Home, Op. 61, No. 11.....Schirmer
Hiller.....Secret Wishes (Duet), Op. 51, No. 6.....Schirmer
Hiller.....Slumber Song (Duet), Op. 82. No. 6.....Schirmer
Hoffman .....Melody in C.....Presser
Hollaender .....Canzonetta in G, from "Half Hours with Best Composers," No. 8.....Millet
Jadassohn .....Air de Ballet, Op. 26, No. 3, from "Half Hours with Best Composers," No. 3.....Millet
Jadassohn .....Children's Dance, Op. 17, No. 3.....Presser
Jadassohn .....Scherzo in F, Op. 35, No. 3.....Schirmer
Jadassohn .....Supplication, Book I, No. 4.....Schirmer
Jensen .....Barcarolle in A flat.....Schirmer
Jensen .....Etude, Op. 32, Book I, No. 7.....Brainard's Sons
Jensen .....Second Waltz, Op. 33, No. 8, from "Half Hours with Best Composers," No. 14.....Millet
Jensen .....Serenade, Op. 32, No. 9.....Brainard's Sons
Jonas .....Hunting Song, Op. 42, No. 8, from Piano Forte Album, Excelsior Ed., No. 17....Schuberth
Jonas .....Love Song, Op. 58, from "Classical Pianist".....Ditson
Karganoff .....Arabesque in G, Op. 6, No. 6, from "Half Hours with Best Composers," No. 18.....Millet
Karganoff .....Souvenir, Op. 10, No. 1.....Harms & Co.
Kirchner .....Album Leaf, Op. 7, No. 2, from Piano Classics".....Ditson
Klein, B. C.....Child's Dream.....Schirmer
Klein, B. C.....Sans Souci.....Schirmer
Kullak .....The Evening Bell, Op. 62, No. 12.....Presser
Leschetizky .....Intermezzo in Octaves, Op. 44, No. 4.....
Ed. Bote & G. Back

Leschetizky .....La Piccola, Op. 43, No. 2 (Leipzig Ed.)...Schirmer
Loeschhorn .....Etude, No. 7, Op. 66, Book 1.....Schirmer
Loeschhorn .....Etude, No. 10, Op. 66, Book 2.....Schirmer
Loeschhorn .....Etude, No. 6, Op. 67, Book I.....Schirmer
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Mendelssohn .....Fantasie, Op. 16 (Von Buelow).....Schirmer
Mendelssohn .....Scherzo, Op. 16, No. 2 (Leschetizky, Leipzig Ed.) .....Schirmer
Moszkowski .....Guitarre, Op. 45, No. 2 (Peters).....Schirmer
Moszkowski .....Spanish Dance (Duet), Op. 12, No. 1.....Ditson
Moszkowski .....Spanish Dance (Duet), Op. 12, No. 2.....Ditson
Moszkowski .....Waltz, Op. 15, from "Piano Classics".....Ditson
Mozart .....Minuet, from Symphony in E flat, from "Half Hours with Best Composers," No. 28 .....Millet
Nevin .....A Shepherd's Tale, Op. 16, No. 1..Boston Music Co.
Nevin .....Shepherds All and Maidens Fair, Op. 16, No. 2 .....Boston Music Co.
Paderewski .....Mazurka, Op. 9, No. 4.....Schuberth
Paderewski .....Melody, Op. 8, No. 3.....Schuberth
Raff .....La Fileuse, Op. 157, No. 2 (Mason).....Schirmer
Reinhold .....Margherite, Op. 39, No. 2.....Schirmer
Reinhold .....Valse Pittoresque, Op. 50, No. 1, from "Half Hours with Best Composers," No. 12.....Millet
Reinhold .....Valse Pittoresque, Op. 50, No. 4, from "Half Hours with Best Composers," No. 13.....Millet
Rohde .....Little Birdie is Dead.....Schirmer
Rubinstein .....Barcarolle, Op. 30, No. 1 (Leipzig Ed)....Schirmer
Scharwenka, X.....March, Op. 62, No. 1.....Breitkopf & Haertel
Scholtz .....At the Fountain.....John Church Co.
Schubert .....Impromptu, Op. 90, No. 4.....Schirmer
Schumann .....Novelette, Op. 21, No. 7.....Schirmer
Schumann .....Whims, Op. 12, No. 4.....Schirmer
Schuett .....Valse Lente, Op. 17, No. 2.....Schmidt
Schytte .....At Evening .....Schmidt
Schytte .....At the Lake, Op. 66, No. 23.....Schmidt
Schytte .....Blind Man's Buff, Op. 66, No. 3.....Schmidt
Schytte .....Evening Rest, Op. 66, No. 15.....Schmidt
Schytte .....Forest Elves, Op. 70, No. 5.....Schuberth

Schytte .....Gavotte in E.....Schirmer
Schytte .....Good Night, Op. 9, No. 12, from "Studies in Melody Playing" (MacDougall).....Presser
Schytte .....Hide and Seek, Op. 66, No. 6.....Schmidt
Schytte .....Sports of Childhood, Op. 66, No. 4.....Schmidt
Schytte .....Sylphs and Nixies, Op. 93, No. 1.....Schmidt
Schytte .....The Little Shepherdess, Op. 70, No. 1....Schuberth
Schytte .....Will O' the Wisp, Op. 66, No. 2.....Schmidt
Schytte .....Youth and Joy, Op. 66, No. 12.....Schmidt
Seiss .....Evening Song, Op. 9, No. 1, from "Half Hours with Best Composers," No. 21.....Millet
Sinding .....Rustle of Spring, Op. 32, No. 3.....Schirmer
Tschaikowsky .....April, Op. 37, No. 4.....Rob. Forberg
Tschaikowsky .....June (Barcarolle), Op. 37, No. 6.....Presser
Tschaikowsky .....Sweet Reverie, No. 34, from "Studies in Melody Playing" (MacDougall).....Presser
Vogt .....Andantino, Op. 145, No. 6, from "Standard Graded Course of Studies," No. 5 (Mathews).....Presser
Von Wilm.....Cradle Song, Op. 81, No. 13.....Presser
Von Wilm.....Intermezzo, from "Classical Pianist".....Ditson
Wagner .....Minuet, from Sonata, from "Half Hours with Best Composers," No. 6.....Millet
Weber .....Invitation to the Dance, Op. 65, from "Famous Composers and their Works," Vol. 3.....Millet
White .....Petite Barcarolle, from "Album of Instruction," No. 3.....Presser
Wollenhaupt .....Etude in A flat, Op. 22.....Schirmer
Zocher .....Song Without Words, from "Half Hours with Best Composers," No. 2.....Millet

ORGAN.

Buck .....Etude, No. 6 in A flat.....Schirmer
Handel .....Largo, from "Whitney's Organ Album"....Ditson
Read .....Offertory in A flat.....White-Smith Co.
Smart .....Andante in G, from "Original Compositions for the Organ," No. 3.....Schirmer
Shelley .....Scherzo in F.....Schirmer
Shelley .....Spring Song in A.....Schirmer

VIOLIN.

Allen .....March to the Country.....Schirmer
Blake .....Melody in B flat.....Schirmer
Bohm .....Capriccio .....Schirmer
Bohm .....Legende, Op. 314, No. 7.....Schirmer
Bohm .....Mazurka .....Simrock

Boccherini	Minuet	Schirmer
Dahms	An die Rose	Schirmer
Dancla	Robin des Bois	Schirmer
DeBeriot	Fantasie Ballet (Paris Ed. Schott)	Schirmer
Delibes-Ernst	Pizzicatti	Schirmer
Eulenstein	Love Song	Schirmer
Fauconier	Reverie	Schirmer
Fowler	Swing Song	Schirmer
Fowler	Tarantelle	Schirmer
Gluck	Gavotte, from the opera "Paris and Helena"	Schirmer
Gabriel-Marie	Serenade Badine	Schirmer
Grieg	To the Spring (An den Fruehling), violin and piano	Schirmer
Haesche	Hungarian Dance	Schirmer
Hauser	Berceuse	Schirmer
Kreutzer	Etude, No. 3	Schirmer
Laurendeau	Apollo (Overture)	Fischer
LeClair	Sarabande and Tambourine	Breitkopf & Haertel
Mascagni	Intermezzo, from "Cavalleria Rusticana" (string orchestra)	Schirmer
Massenet	Virgin's Last Slumber (prelude, second and third violins)	Schirmer
Mollenhauer	Fantasie on "Home Sweet Home"	Schirmer
Papini	Puss in Boots, Op. 101, No. 3 (violin and piano)	Schirmer
Papini	Theme with Variations, Op. 57	Schirmer
Raff	Cavatina, Op. 85, No. 3 (violin and piano),	Schirmer
Reh	Konig's Gavotte (King's Gavotte)	Schirmer
Saint-Saens	The Swan	Schirmer
Schumann	Abendlied (two violins, viola and cello)	Fischer
Stang	Fantasie (four violins)	Fischer
Tartini	Larghetto in G Minor	Schirmer
Wieniawski	Polish Dance	Schirmer

GUITAR.

Carcassi	Exercises in Arpeggios and Scales, from Guitar Method	Lee & Walker
Carcassi	Second Amusement, from Guitar Method	Lee & Walker
Hamilton	Bright Moonlight Serenade	Ditson
Hamilton	My Old Kentucky Home	Ditson
Hamilton	Rocked in the Cradle of the Deep	Ditson

MANDOLIN.

Barker	Cuban Dance (first and second mandolins)	Ditson

GUITAR AND MANDOLIN.

Adams .....The Holy City (Leon) (first and second guitars, first and second mandolins), Boosey & Co.
Bellenghi .....Oriental Waltz (guitar, first and second mandolins) .....Schirmer
Plante .....Petit Corporal March (guitar, first and second mandolins).....Ditson
Verdi .....Il Trovatore (guitar, first and second mandolins) .....Fischer

VOCAL.

Abt .....Night (trio for women's voices).....Schirmer
Abt .....Thou Wondrous Youth (high).....Schirmer
Adams .....By the Fountain (high).....Schirmer
Adams .....Mona, from "English Songs and Ballads by Popular Composers" (low), Vol. 1.....Schirmer
Allitsen .....Love is a Bubble (high).....Schirmer
Ambrose .....One Sweetly Solemn Thought (anthem)..Schirmer
Arnold .....Star Spangled Banner, from "Riverside Song Book" .....Houghton, Mifflin & Co.
Behrend .....Trouble (low).....John Church Co.
Birch .....I Am Waiting (serenade), from "Classic Tenor Songs".....Ditson
Bohm .....Entreaty (high) (English and German words), from "Classic Tenor Songs," Op. 318, No. 1.....Ditson
Bullard .....Beam from Yonder Star (low).....Ditson
Chadwick .....Nocturne, from "Song Album," No. 13 (high) .....Schmidt
Chadwick .....Song from the Persian, from "Song Album," No. 13 (high).....Schmidt
Chadwick .....Sweet Wind that Blows, Op. 14, No. 5, from "Song Album," No. 13 (high).....Schmidt
Chadwick .....The Danza, Op. 14, No. 1, from "Song Album," No. 13 (high).....Schmidt
Chadwick .....Thou Art So Like a Flower, Op. 11, No. 3, "Song Album," No. 13 (high).....Schmidt
Chadwick .....The Rose Leans Over the Pool (high).....Schmidt
Chaminade .....Madrigal (high).....Schirmer
Concone .....Fifty Lessons for Medium Voice, Nos. 1-7..Schirmer
Cowen .....The Better Land (high).....White-Smith Co.
DeKoven .....It Was a Lover and His Lass, Op. 459 (high) .....Schirmer
Dennee .....The Thought of You, Op. 29, No. 3 (high)..Schmidt
Denza .....Nocturne (high).....Schirmer
Donizetti .....Father, Whose Power Eternal (high)....Schuberth

Dykes ..... Holy, Holy, Holy, Hymn, from Church Hymnal ..... Parish Choir
Foote ..... Irish Folk Song (high) ..... Schmidt
Gray ..... The Golden Pathway (high) ..... Schmidt
Gregh ..... Appear, Love, at the Window, from "Classic Tenor Songs" ..... Ditson
Hanscome ..... The Home Land (high) ..... Schmidt
Hawley ..... Awake to Love (high) ..... Schuberth
Hawley ..... Molly's Eyes (high) ..... John Church Co.
Hofmann ..... Expectation (trio for women's voices) ... Schirmer
Kucken ..... Heaven Hath Shed a Tear, Op. 63 (high), Schirmer
Lang ..... My Garden, Op. 28, No. 3 (high) ..... Schmidt
Marston ..... Bring Her Again, O, Western Wind, from "Six Songs for Low Voices," No. 37 ..... Schmidt
Marston ..... O, Falmouth is a Fine Town, from "Six Songs for Low Voices," No. 37 ..... Schmidt
Marston ..... The Nightingale Has a Lyre of Gold, from "Six Songs for Low Voices," No. 37 ..... Schmidt
Mascagni ..... Ave Maria (high) (Kessler), adapted to Intermezzo from "Cavalleria Rusticana" ... Ditson
Mascagni ..... Ave Maria (high), adapted to Intermezzo from "Cavalleria Rusticana" ..... Schirmer
Mendelssohn ..... Hear My Prayer (anthem) ..... Schirmer
Mendelssohn ..... I Waited for the Lord (trio for women's voices), from "Hymn of Praise" (first and second sopranos, alto and piano) ..... Schirmer
Metcalf ..... Sunrise (high) ..... Schmidt
Meyer-Helmund ..... The Magic Song (high), from "Classic Tenor Songs" ..... Ditson
Nevin ..... Little Boy Blue (high) ..... Schirmer
Nevin ..... The Merry, Merry Lark (high) ... Boston Music Co.
Nevin ..... The Nightingale's Song, Op. 28, No. 4 (high) ..... John Church Co.
Park ..... A Memory (high) ..... Schmidt
Parker ..... Rest (medium) ..... Schmidt
Pitnam ..... O, Lay Thy Hand in Mine, Dear (medium), Schmidt
Raab ..... Spring Serenade (high) ..... Leidt
Randegger ..... Marinella (high) ..... Schirmer
Roeckel ..... Cast Thy Bread Upon the Waters, from "Choice Sacred Solos" (low) ..... Ditson
Rogers ..... At Parting (high) ..... Rogers & Eastman
Rossini ..... Power Eternal (duet for women's voices), Schirmer
Schnecker ..... Rend Your Heart (high) ..... Schuberth
Schubert ..... Faith in Spring (high), Op. 20, No. 2, from "Famous Composers and Their Works," Vol. III ..... Millet

Schubert ..... Hark, Hark, the Lark (high), from "Famous Composers and Their Works," Vol. III....Millet
Schubert ..... The Serenade (high).....Ditson
Schumann ..... The Two Grenadiers, from "Album of Bass Songs," Vol. I .....Schirmer
Smith ..... Contentment (high), from "Six Love Songs," Op. 58.....J. H. Rogers
Smith ..... Song of May (high), from "Six Love Songs," Op. 58.....J. H. Rogers
Smith ..... Thou Art Not Near Me (high), from "Six Love Songs," Op. 58.....J. H. Rogers
Smith ..... Unrequited (high), from "Six Love Songs," Op. 58.....J. H. Rogers
Speaks ..... Eyes of Blue (high).....John Church Co.
Sullivan ..... The Lord is Risen (contralto solo for Easter), from Oratorio "Light of the World," taken from "Choice Sacred Solos" (low) .....Ditson
Tosti ..... Beauty's Eyes (high).....Schuberth
Warren ..... Bonum Est, in E flat (anthem).....Schirmer
West ..... Challenge of Thor (low).....Schirmer
Wright ..... Violets (high).....Boosey & Co.

Catalogue of Music Prepared Strictly in Accordance with the Rules of the New York Point System of Musical Notation, 1902-3.

PIANO.

Beethoven ..... Sonata, Op. 10, No. 1 (Steingraeber) ..... Schirmer
Chopin ..... Waltz, Op. 34, No. 3, Kullak Ed. ..... Schirmer
Duvernoy ..... Feu Roulant, Op. 256 (for two pianos) ... Schirmer
Grieg ..... Morning Mood, Op. 46, No. 1 (Oesterle), Schirmer
Grieg ..... Elfin Dance, Op. 12, No. 4, from "Half Hours with Best Composers," No. 25 ..... Millet
Gurlitt ..... Even Song, Op. 117, No. 20, from "The First Lessons for the Piano" ..... Schirmer
Gurlitt ..... Scherzo, Op. 101, No. 16, from "Album Leaves for the Young" ..... Schirmer
Gurlitt ..... Valse Noble, Op. 101, No. 14, from "Album Leaves for the Young" ..... Schirmer
Kullak ..... Seven Exercises and Studies in Octaves, No. 5 ..... Schirmer
Liszt ..... Hungarian Rhapsodie, No. 11 ..... Schirmer
Mayer ..... Tarantella, Op. 140, No. 13 ..... Schirmer
Merkel ..... The Children's March, Op. 30, No. 1, from "Studies in Phrasing," (Mathews) ..... Presser
Merkel ..... The Jolly Huntsman, Op. 31, No. 2, from "Studies in Phrasing," (Mathews) ..... Presser
Mozart ..... Sonata, No. 4, in F (Lebert-Cotta) ..... Schirmer
Rubinstein ..... Barcarolle, in F Minor ..... Schirmer
Rubinstein ..... Melody in F, from "Piano Classics by the Best Composers" ..... Ditson
Tschaikowsky ..... Theme with Variations, in F ..... Presser
Tschaikowsky ..... The Sky Lark, from "Studies in Melody Playing" (Macdougall) ..... Presser
Von Wilm ..... Neckereien (Drolleries), Op. 12, No. 5 (Oesterle) ..... Schirmer

VIOLIN.

Accolay ..... Concerto in A Minor ..... Fischer
Field ..... Nocturne, from "Violin Classics" (Mittell), Vol. I. ..... Schirmer
Grieg ..... Norwegian Dance (first violin, first and second cornets) ..... Schirmer
Hermann ..... Mignonne-Gavotte, Op. 61 ..... Schirmer
Thome ..... Simple Aveu, Op. 25 ..... Schirmer
Verdi ..... Selection from "La Traviata" (first and second violins, first and second cornets and flute) ..... Ditson
Wieniawski ..... Kuiawiak (Polish National Dance) ..... White-Smith Co.

VOCAL.

Aldrich ..... Serenade (high) ..... Presser
Beach ..... Ecstasy (high) ..... Schmidt
Beach ..... Fairy Lullaby (high) ..... Schmidt
Buck ..... Sunset, Op. 76, No. 4 (low) ..... Schirmer
Buck ..... The Silent World is Sleeping (high) ..... Schirmer
Barnard ..... The Plains of Peace (high) ..B. F. Wood Music Co.
Brackett ..... The Lullaby of the Night (high) ..... B. F. Wood Music Co.
Brackett ..... The Singing in God's Acre (high) ..... B. F. Wood Music Co.
Chaminade ..... Promise (high) ..... John Church Co.
Carpenter ..... Norse Lullaby (low) ..... H. B. Stevens Co.
Donizetti ..... Spirto Gentil (high) ..... Ditson
De Lara ..... Garden of Sleep (low) ..... Schirmer
Foote ..... I'm Wearin' Awa' to the Land O' the Leal (low) ..... Schmidt
Foote ..... A Song of Four Seasons (low) ..... Schmidt
Foote ..... O, Swallow, Swallow, Flying South (high), Schmidt
Giordani ..... Caro Mio Ben (Dearest, Believe) (Aria) (low) ..... Schirmer
Hahn ..... The Proposal (high) ..... Schmidt
Harris ..... A Madrigal (high) ..... Schuberth
Hawley ..... A June Madrigal (low) ..... Schirmer
Haydn ..... Achieved is the Glorious Work (piano accompaniment to chorus) ..... Schirmer
Henschel ..... Gypsy Serenade (high) ..... Luckhardt & Belder
Johns ..... Where Blooms the Rose (high) ..Boston Music Co.
L'Espoir ..... The New-born King (low) ..... F. A. Mills
Lloyd ..... The Chords of Life (low) ..... Schmidt

MacKenzie ..... Spring Song (medium) ..... Schirmer
Marks ..... The Bandit Chief (low) ..... Edward Ashdown
Massenet ..... Good Night (high) ..... Schirmer
Mendelssohn ..... I Would that My Love (duet for soprano and alto) ..... Schirmer
Norris ..... Three Roses Red (low) ..... H. B. Stevens Co.
Parker ..... Love in May, Op. 51, No. 4 (high) .. John Church Co.
Smith, Alice ..... O, that We Two Were Maying (duet for alto and baritone) ..... Schirmer
Thomas, G ..... A Summer Night (low) ..... Schirmer
Verdi ..... When Nights Were Mild and Lovely (high). Lee & Walker

Catalogue of Stereotyped Literary Work.

TEXT BOOKS COMPILED BY THE TEACHERS IN THE NEW YORK STATE SCHOOL FOR THE BLIND.

*Indicates work stereotyped by teachers before a stereotyper was employed.

B Indicates American Braille: N. Y. P., New York Point.

Definitions in Harmony.....Compiled by Miss Hartshorn, B.
Elementary English.....Compiled by Miss Bigelow, N. Y. P.
*Geography of Asia.....Compiled by Miss Bigelow, B.
Geography of North and South America..Compiled by Miss Phelan, N. Y. P.
Geography of New York State.....Compiled by Miss Bigelow, N. Y. P.
Geography of United States.....Compiled by Miss Phelan, N. Y. P.
*Intermediate Spelling.....Compiled by Miss McGee, N. Y. P.
Notes on American History.....Compiled by Mr. Heinze, N. Y. P.
*Notes on Civics, Pt. I, Local Gov't.....Compiled by Mr. Heinze, N. Y. P.
*Notes on Civics, Pt. II, Principles of Law..Compiled by Mr. Heinze, N. Y. P.
*Notes on Civics, Gov't of N. Y. State....Compiled by Mr. Heinze, N. Y. P.
Notes on Tuning.....Compiled by Mr. Harris, N. Y. P.
*Physical Geography.....Compiled by Mr. Heinze, N. Y. P.
*Physiology .....Compiled by Miss Bigelow, B.
Primary spelling.....Compiled by Miss Weed, N. Y. P.
Roots and Prefixes.....Compiled by Miss Bigelow, B.
Supplementary Notes in Civics (Board of Claims),
Compiled by Mr. Heinze, N. Y. P.

MISCELLANEOUS.

Braille Signs.
Business Forms (Check, draft, etc.).

POEMS, ETC.

A Glance Behind the Curtain.....J. R. Lowell, B.
Commemoration Ode.....J. R. Lowell, B.
Gettysburg Address.....Abraham Lincoln, N. Y. P.
Hanging of the Crane.....H. W. Longfellow, N. Y. P.
Hiawatha's Wedding Feast.....H. W. Longfellow, N. Y. P.
My Garden Acquaintance.....J. R. Lowell, B.
Nature (Longer one).....R. W. Emerson, N. Y. P.
*Selections from American poets: B
The Search.....J. R. Lowell
The Present Crisis.....J. R. Lowell

*Selections from American poets: B

Each and All.....R. W. Emerson
The Humble Bee.....R. W. Emerson
Prayer of Agassiz.....J. G. Whittier
The Fiftieth Anniversary of Agassiz.....H. W. Longfellow
Snowflakes .....H. W. Longfellow
The Grief It Feels.....H. W. Longfellow
O Day of Sunshine.....H. W. Longfellow
The Singers.....H. W. Longfellow

TEXT-BOOKS, ETC.

Barnes' American History (beginning at Harrison's admin.).....N. Y. P.
Brigitta (Story in German), Auerback.....American Book Co., N. Y. P.
Lives of Great Men (Columbus, Lincoln, etc.), by Lucy Newsome Holtzclaw, Vol. 2.....Potter & Putnam Co., N. Y. P.
Modern Spelling Book, Hunt & Gourley.....Sheldon, N. Y. P.
Pets and Companions, Second Reader, J. H. Stickney..Ginn & Co., N. Y. P.
Rules in Latin (taken from Allen & Greenough's Latin Grammar).N. Y. P.

STATEMENT

OF THE

Needs of Pupils who are Coming to Our School.

The following statement of the needs of pupils who are coming to our school has been prepared by the matrons. It will answer many questions, and save unnecessary correspondence:

Girls.	Older boys.	Younger boys.
1 coat.	1 Sunday suit.	1 Sunday suit.
1 play coat.	1 week-day suit.	1 week-day suit.
1 hat.	1 extra pair trousers.	2 pairs extra trousers.
1 hood.	1 overcoat.	4 blouses.
1 Sunday dress.	2 suits underwear.	1 overcoat.
1 week-day dress.	4 shirts.	2 suits underwear.
2 petticoats.	6 collars.	2 night shirts.
2 suits underwear.	3 night shirts.	2 pairs suspenders.
2 night dresses.	2 pairs suspenders.	2 pairs strong elastic garters.
2 corset waists.	2 pairs shoes.	2 pairs shoes.
4 pairs stockings.	1 pair rubbers.	1 pair rubbers.
2 pairs shoes.	4 pair socks.	4 pairs stockings.
1 pair rubbers.	3 neckties.	3 Windsor ties.
3 aprons.	1 muffler.	1 muffler.
1 pair mittens.	1 summer hat or cap.	1 summer cap.
1 pair side elastics.	1 winter hat or cap.	1 winter cap.
6 handkerchiefs.	1 pair mittens.	1 pair mittens.
4 hand towels.	Umbrella.	Umbrella.
1 bath towel.	5 towels.	5 towels.
2 wash cloths.	1 bath towel.	1 bath towel.
Brush and comb.	Comb and brush.	Comb and brush.
Tooth brush.	Tooth brush.	Tooth brush.
	8 handkerchiefs.	8 handkerchiefs.

All clothing plainly marked.

It would be well for each girl to have two school dresses and an umbrella, if possible.

LIST OF PUPILS.

Registered During School Year Closing June 5, 1903.

BOYS.

NAME.	Received.	Counties.
Beach, Walter D.	1894	Oneida
Beadnell, Thomas A.	1900	Warren
Beaven, James.	1901	Monroe
Berinstein, Benjamin.	1893	Monroe
Bohner, Samuel F.	1895	Oneida
Bordis, Max R.	1899	Fulton
Burritt, Howard B.	1901	Genesee
Caldwell, Arthur	1900	Erie
Caswell, Thornton.	1898	Orange
Comethier, Alfred B.	1892	Greene
Coonrod, Milford	1902	Essex
Courtney, Thompson.	1894	Rensselaer
Crouse, Charles.	1901	Cattaraugus
Davis, Robert H.	1902	Rensselaer
Dewert, Edward.	1898	Wayne
Donnan, Neil M	1898	Livingston
Doyle, Joseph.	1897	Albany
Drennan, Harold D.	1898	Erie
Dudley, Harry D.	1902	Ulster
Duffy, Edward V.	1893	Livingston
Duffy, John V.	1902	Wyoming
Ewing, George F.	1897	Monroe
Fay, Samuel H.	1894	Monroe
Forsyth, George D.	1894	Monroe
Frank, Jacob L.	1902	Monroe
Gardner, Richard J.	1903	Ulster
Garrasi, Angelo	1897	Erie
George, Leslie A.	1903	Allegany
Gioia, Naldo	1897	Genesee
Goebel, August H.	1899	Erie
Gotha, John.	1894	Albany
Grace, Joseph J.	1890	Albany
Guignio, Guiseppe	1900	Erie
Hackett, Francis.	1891	Albany

Name.	Received.	Counties.
Halstead, Arthur R	1896	Cortland
Hartford, Walter	1894	Jefferson
Healey, Russell	1900	Ulster
Henderson, George	1903	Orange
Hicks, Jefferson	1891	Orange
Hicks, Gordon	1892	Orange
Hollis, Gifford	1902	Rensselaer
Hyde, Dennis	1898	Ulster
Jansen, Marvin F	1895	Orange
Kent, Henry	1903	Erie
Kinch, Elmer B	1901	Tioga
Kingston, Lloyd J	1894	St. Lawrence
Kraft, Arthur	1902	Erie
LaDuke, Louis	1902	St. Lawrence
Lamoy, William J	1902	Clinton
Lechleiter, George	1902	Monroe
Lemke, Edward	1902	Onondaga
Manning, Wallace W	1902	Monroe
Marsh, Forest	1894	Chautauqua
Marsh, Ora E	1898	Chautauqua
Martin, Gregory J	1902	Orange
Marvin, Leon L	1893	Jefferson
McCarty, Earl R	1898	Oneida
McCready, Joseph	1897	Orange
McHerron, Jesse D	1898	Livingston
Meldrum, John A	1900	Genesee
Miller, Theodore	1899	Columbia
Minney, Joseph	1901	Wayne
Morehouse, Randolph	1898	Warren
Mullen, James H	1894	Rensselaer
Mulligan, Robert J	1900	Washington
Napoli, Michael	1895	Albany
Nugent, John J	1897	Rensselaer
Owen, Harold E	1900	Genesee
Perry, Charles J	1897	Chemung
Playford, John M	1902	Montgomery
Portt, William A	1893	Jefferson
Pratt, Leon L	1894	Genesee
Ringleka, Frank E	1902	Madison
Russett, Winfield	1902	Franklin
Speed, James S	1901	Broome
Speed, John A	1901	Broome
Speed, Gilbert W	1902	Broome
Speyser, Louis T	1902	Erie
Thomas, Arthur E	1901	Ulster

NAME.	Received.	Counties.
Tweed, Freddie	1896	Erie
Van Orden, Augustus E	1898	Chemung
Varian, Robert	1902	Chautauqua
Wright, Earl H	1901	Genesee
Wyant, John E	1894	Oswego
Young, William L	1896	Erie

GIRLS.

NAME.	Received.	Counties.
Allyn, Elona A	1895	Tioga
Bell, Helen	1902	Orange
Berinstein, Dora	1902	Monroe
Cattieu, Susie	1902	Wayne
Christian, Maude M	1885	Erie
Comethier, Harriet I	1892	Greene
Contraman, Viola F	1894	Albany
Coye, Velma I	1897	Monroe
Dewert, Eva M	1898	Wayne
Evingham, Irene E	1898	Allegany
Freer, Mabel	1899	Erie
French, Kathleen	1899	Ontario
Gillett, Nora E	1903	Essex
Goodermote, Mabel	1897	Erie
Harvey, Blanche J	1894	Genesee
Heidenger, Mabel	1900	Erie
Heinsbury, Georgia G	1885	Onondaga
Howe, Winnifred H	1896	Rensselaer
Hutchinson, Phoebe L	1902	Erie
Ireland, Elizabeth	1900	Dutchess
Katrine, Katie	1897	Orange
Keator, Grace E	1900	Ulster
Kerr, Sarah C	1896	Erie
Kidder, Grace M	1890	Jefferson
Kieffer, Christine M	1891	Erie
Klein, Annie	1897	Erie
McKeown, Winnifred	1898	Erie
McLennan, Ella M	1895	Erie
Mead, Ivie M	1892	Greene
Meleski, Mary M	1895	Chautauqua
Miller, Elizabeth G	1888	Erie
Mussi, Rosa	1902	Onondaga
Myer, Mabel B	1900	Tioga
Opdyke, Fannie D	1894	Seneca
Owen, Mildred A	1900	Genesee
Parker, Alma E	1895	Erie

Name.	Received.	Counties.
Penderleith, Mary E.	1890	Oswego
Quatlander, Stella J.	1902	Erie
Raymond, Alma M.	1896	Allegany
Sayles, Jessie	1899	Washington
Schoeffel, Margaret E.	1888	Monroe
Schnopp, Josephine	1898	Monroe
Spaulding, Marjory A.	1899	Oneida
Sprague, Edith M.	1899	Jefferson
Stafford, Mary C.	1891	Chenango
Steig, Hulda	1902	Niagara
Taft, Jennie A.	1896	Ontario
Thrasher, Laura G.	1898	Cattaraugus
Tymeson, Edith B.	1895	Yates
Vincent, Lou.	1902	Cortland
Wagner, Sarah.	1893	Genesee
Wagner, Clara G.	1900	Erie
Ward, Marie P.	1901	Monroe
Wemple, Gertrude L.	1899	Montgomery
Wheeler, Annie L.	1896	Onondaga
White, Clara E.	1897	Monroe
Wilken, Grace	1896	Erie
Wilkins, Jennie R.	1898	Fulton
Worden, Anna L.	1896	Genesee
Wright, Bertha B.	1901	Genesee
Yorkston, Margaret E.	1902	Schenectady

SUMMARY.

Boys, registered	86
Girls, registered	61
Total registered	147

ROSTER OF EMPLOYEES, SEPTEMBER 30, 1903.

NAME.	Position.	Date of appointment.	Salary.
O. H. Burritt	Superintendent	November 18, 1901	*$2,000 00
Terry Nugent	Coachman	February 1, 1874	*420 00
E. M. Hazen	Stenographer	November 7, 1902	*360 00
Patrick McDonald	Watchman	September 1, 1893	§540 00
Peter Thomas	Steward and storekeeper	January 1, 1895	*°1,000 00
J. D. Hinsdale	Boys' matron	January 25, 1902	*300 00
M. J. Gould	Girls' matron	September 1, 1897	*300 00
Thomas Jordan	Engineer	December 1, 1868	*540 00
John Mahaney	Fireman	January 1, 1878	*420 00
James Maney	Fireman	November 1, 1890	*420 00
C. E. Ford	Head teacher	June 1, 1903	†700 00
N. F. Dustin	Teacher, general	November 1, 1902	†600 00
Cornelia Phelan	Teacher, general	September 1, 1889	†500 00
M. A. Dooley	Teacher, general	April 1, 1901	†500 00
C. H. Weed	Teacher, general	November 1, 1890	†500 00
F. J. Bigelow	Teacher, general	September 1, 1896	†500 00
L. B. Miller	Teacher, general	October 1, 1899	†500 00
M. E. Scarff	Teacher, general	September 1, 1901	†500 00
E. S. Blount	Teacher, general	February 1, 1896	†500 00
L. L. Greene	Head teacher, music	December 30, 1901	†900 00
Maude S. Leppert	Teacher, music	September 2, 1903	†500 00
G. E. Bartlett	Teacher, music	January 1, 1894	†500 00
Augustus Fricker	Teacher, music	December 1, 1895	§600 00
Charles Hine	Teacher, music	October 1, 1902	†100 00
F. S. Harris	Teacher, tuning	March 20, 1901	†°900 00
A. H. Post	Stereotyper	September 26, 1900	†500 00
H. E. Pierson	Instructor, sewing	September 1, 1896	†500 00
F. A. Belland	Physical instructor	August 17, 1903	†450 00

L. J. H. Craft	Teacher, broommaking	September 1, 1900	†500 00
F. L. Tozier	Physician	October 1, 1901	*§300 00
Lorenzo Burrows	Ophthalmic examiner	November 1, 1901	*§100 00
Mary Wolcott	Domestic	September 23, 1902	†140 00
Maggie Keenan	Domestic	September 1, 1879	*180 00
Julia Ryan	Domestic	May 1, 1902	*168 00
Lizzie Carroll	Domestic	June 1, 1892	*168 00
Kate Jordan	Domestic	June 1, 1887	*168 00
Ellen Gilhooley	Domestic	May 1, 1896	*168 00
Jennie Mahaney	Domestic	September 11, 1893	*168 00
Lena Maurer	Domestic	September 1, 1894	*168 00
Mary Feasted	Domestic	May 1, 1895	*168 00
Emma Webber	Domestic	October 1, 1902	*168 00
Grace McNair	Domestic	November 1, 1902	*168 00
Katie McDonald	Domestic	October 1, 1900	*168 00
M. P. Annabel	Housekeeper	February 1, 1902	*300 00
Mary Eisenmenger	Cook	March 1, 1900	*300 00
Otto Fricker	Baker	March 1, 1900	*480 00
Ellen Costello	Laundress	July 1, 1898	*216 00
A. F. Geiger	Carpenter	September 1, 1893	†§600 00
N. E. Wiese	Farmer	March 14, 1903	*420 00
James Conway	Florist	June 1, 1899	*°600 00
W. H. Hough	Laborer	March 1, 1891	*300 00
Simon Houlihan	Laborer	April 1, 1884	*300 00

*Indicates employed for twelve months; receives in addition to salary maintenance, which includes board, room and laundry.

§Indicates employment for school year only, without maintenance.

*°Indicates board in addition to salary.

†Indicates employment for school year, with maintenance.

†°Indicates employment for school year, with board.

*§Indicates employment for twelve months, without maintenance.

†§Indicates employment for whole year, without maintenance.

INSTITUTIONS FOR THE BLIND IN THE UNITED STATES.

(Corrected October 1, 1903.)

STATE.	Place.	Name.	Superintendent.
Alabama	Talladega	Institution for the Deaf, Dumb, and the Blind	J. H. Johnson.
	Talladega	Academy for the Blind	F. H. Manning.
	Talladega	School for Negro Deaf Mutes and Blind	J. S. Graves.
Arkansas	Little Rock	School for the Blind	Col. O. C. Gray.
California	Berkeley	Institution for the Education of the Deaf and Dumb and the Blind	W. Wilkinson.
Colorado	Colorado Springs	School for the Deaf and the Blind	W. K. Argo.
Connecticut	Hartford	Nursery and Kindergarten for the Blind	C. H. Jones.
Florida	St. Augustine	Institution for the Deaf and the Blind	W. B. Hare.
Georgia	Macon	Academy for the Blind	T. U. Conner.
Illinois	Jacksonville	Institution for the Education of the Blind	J. N. Freeman.
Indian Territory	Fort Gibson	International School for the Blind	Miss Lura Rowland.
Indiana	Indianapolis	Institute for the Education of the Blind	George S. Wilson.
Iowa	Vinton	College for the Blind	Thomas F. McCune, A. M.
Kansas	Kansas City	Institution for the Education of the Blind	Lapier Williams.
Kentucky	Louisville	Institution for the Education of the Blind	B. B. Huntoon.
Louisiana	Baton Rouge	Institution for the Blind	
Maryland	Baltimore	School for the Blind	F. D. Morrison.
	Baltimore	School for the Colored Blind and Deaf Mutes	
Massachusetts	Boston	Perkins Institution and Massachusetts School for the Blind	M. Anagnos.
Michigan	Lansing	School for the Blind	Clarence E. Holmes.
Minnesota	Faribault	School for the Blind	J. J. Dow.
Mississippi	Jackson	Institute for the Blind	W. S. Sims, M. D.
Missouri	St. Louis	School for the Blind	S. M. Green.
Montana	Boulder	School for the Deaf and Blind	Thomas S. McAloney.
Nebraska	Nebraska City	Institution for the Blind	J. T. Morey.
New York	Batavia	State School for the Blind	O. H. Burritt.
	New York City	Institution for the Blind	W. B. Wait.
North Carolina	Raleigh	Institution for the Deaf and Dumb and the Blind	John E. Ray.
Ohio	Columbus	Institution for the Education of the Blind	Rev. G. L. Smead.
Oklahoma Territory	Guthrie	Institution for the Deaf and Dumb and Blind	H. C. Beamer.
Oregon	Salem	Institute for the Blind	G. W. Jones.
Pennsylvania	Philadelphia	Institution for the Instruction of the Blind	Edward E. Allen.
	Pittsburg	Institution for the Blind	H. B. Jacobs.

South Carolina	Cedar Springs	South Dakota School for the Blind	N. F. Walker.
South Dakota	Gary		Mary E. Wood.
Tennessee	Nashville	School for the Blind	J. V. Armstrong.
Texas	Austin	Institution for the Blind	H. L. Piner.
	Austin	Institution for Deaf and Dumb and Blind Colored Youth	S. J. Jenkins.
Utah	Ogden	University of Utah (Department for Blind)	F. M. Driggs.
Virginia	Staunton	Institution for the Education of the Deaf and Dumb and Blind	W. A. Bowles.
Washington	Vancouver	School for the Defective Youth	James Watson.
West Virginia	Romney	School for the Deaf and the Blind	Jos. T. Rucker.
Wisconsin	Janesville	School for the Blind	A. J. Hutton.

General Information Concerning the New York State School for the Blind.

Location.

The school is located in the northwestern part of the village of Batavia on a rise of ground which drains both to the south and to the north from the spot where the buildings are located.

Batavia is situated thirty-three miles from Rochester and thirty-six miles from Buffalo. Being situated on the main line of the New York Central railroad, many of the best trains on this road make their only stop between Rochester and Buffalo at Batavia. It may also be reached by the Lehigh Valley and by the Erie. It is the terminus of the Attica branch of the New York Central, of the Batavia and Canandaigua branch, and of the Batavia and Tonawanda road. The Delaware and Lackawanna runs within six miles on the south, and the West Shore is only six miles north. Several electric roads are being planned which will pass through Batavia, both east and west and north and south. It is, therefore, easily accessible from all parts of the State.

Buildings.

There are in all ten buildings which constitute the equipment of the school. The oldest of these is the main building, which is the home and school building. In this building all the work of the school in all its departments is conducted, with the exception of the gymnasium classes and the piano tuning, broom making, mattress making and chair caning. The building is three

stories high, and consists of the central portion and two wings. This is built around an inside court which admits light and air into all of the rooms, there being no room in the building which does not admit air directly through an outside window. The east wing is occupied entirely by the girls and the west wing entirely by the boys.

The first floor contains the superintendent's office, opposite which is a reading room; a reception parlor, the superintendent's living rooms, officers' and pupils' dining rooms and kitchen; the schoolrooms of the kindergarten and primary grades, typewriting room, several piano rooms, stereotyping room, the carpenter shop, and rooms for six teachers.

The second floor has the sleeping rooms of the smaller children, those under twelve or fourteen years of age, depending upon their size and general ability to help themselves. Here are the rooms, on either side of the building, of the matrons, besides rooms for three teachers on the boys' side of the building, and five teachers on the girls' side. Wash rooms are also provided on each side of the building on this floor, and here too are the schoolrooms of the intermediate and grammar grades.

On the third floor in either wing of the building are the rooms and dormitories for the older pupils, together with wash and toilet rooms. Two teachers room on each side of the building on this floor; the central portion is occupied by the chapel.

The school is provided with a modern gymnasium, which is well equipped with apparatus of various kinds, including bar bells, dumb bells, Indian clubs, wands, pulley weights, grip machine, wrist machine, wrestling machine, vertical lift, parallel bar, horizontal bar, vaulting horse, walking beams, horizontal ladder, peg pole, giant stride, etc.

The lower floor of this building, which is about 4 feet below the surface of the ground and 4 feet above, contains beside the entrance hall, the physical instructor's office, two locker rooms, which contain about 60 individual lockers—one room for girls and another for boys—a boiler room and a spray bath room; this last is a room, which has just been completed. It contains five rain bath stalls, two lavatories, and two toilet rooms; thus providing most excellent facilities for spray baths, following each class exercise. The main gymnasium floor is 70 feet by 40 feet, occupying the entire length and width of the building, with the exception at the end of a small entrance hall, and the approaches to the gallery and to the basement floor, respectively.

A hospital is also provided where cases of contagious disease are taken as they develop and placed in the hands of a trained nurse.

The industrial building is a neat brick structure two stories in height, the first floor of which is occupied by the piano tuning department, while the second floor is used for broom making, mattress making and chair caning.

These are the chief buildings which appertain directly to the work of the school. Others are the power house, in which the boilers which heat the main building, hospital and greenhouse are located, thus obviating all danger from explosion, and reducing to a minimum the danger of fire. The ground floor of this building is occupied with the laundry machinery. The greenhouse, horse barn, and long barn which serves the purpose of tool barn and icehouse, the sewage building, and the small building in the park which houses the pump from which the water supply for drinking is procured, constitute the remaining buildings connected with the school.

Who are Eligible for Admission.

Article XXIII of the by-laws of the school says that "all blind persons residing in the State of New York who are not under five or above twenty-one years of age, and who are not incapacitated by physical, mental or moral infirmity for useful instruction, shall be considered eligible for admission as pupils of the school." It should be stated in explanation of this by-law that all persons are considered "blind" for the purposes enumerated in the quotation above who are either totally blind or whose vision is so defective as to render them incapable of receiving instruction in the public schools of the State. Fully fifty per cent. of our pupils can see in varying degrees, some of them having light perception only.

School Year.

According to the by-laws of the board, school shall open on the last Wednesday in September and close on the first Wednesday in June following. Last year about thirty of the pupils chose to remain until the Regents' examinations in June, the matter being left entirely optional. The work of the school, therefore, went forward in the higher grades of the literary department until about the 20th of June.

Reception of Pupils.

The by-laws of the board require that all of the regular pupils shall be required to be in attendance at the school at the commencement of each term, and to remain until its close unless prevented by sickness; in case of failure of pupils to comply with this requirement, without sufficient reason, the receipt of such delinquent pupil to the privileges of the school shall be left to the discretion of the Executive Committee. While it is far

preferable that new pupils shall come to the school at the opening of the session, it has been our practice to receive pupils during the school year. It is very evident, however, that it is detrimental to the best interests of the pupils to enter school after their classmates have been in the work for a sufficient time to get a good start.

ANNUAL REPORT

OF THE

COOPER UNION

FOR THE

Advancement of Science and Art

FOR THE YEAR 1903

TRANSMITTED TO THE LEGISLATURE APRIL 4, 1904

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

STATE OF NEW YORK.

No. 57.

IN ASSEMBLY,

APRIL 4, 1904.

ANNUAL REPORT

OF THE

COOPER UNION

FOR THE

ADVANCEMENT OF SCIENCE AND ART.

STATE OF NEW YORK:

EXECUTIVE CHAMBER,

ALBANY, *April* 4, 1904.

To the Legislature:

I have the honor to transmit herewith the Annual Report of the Receipts and Expenditures of the Cooper Union for the Advancement of Science and Art, the same being for the year 1903.

B. B. ODELL, JR.

ANNUAL REPORT

of the

Receipts and Expenditures of the Cooper Union for the Advancement of Science and Art, for the Year Ending December 31, 1903.

To the Legislature of the State of New York, and the Common Council of the City of New York, as required by the Charter of said Corporation:

RECEIPTS.

Store and office rents	$1,609 99
Large hall rents	6,917 50
Night classes	886 25
Reading room	112 00
Interest on endowment fund	41,979 75
Interest on Andrew Carnegie fund	30,000 00
Income from Lexington avenue property	34,049 72
Income from John Halstead property	1,741 50
Donation for Museum for the Arts of Decoration	3,769 72
Donation from Thomas Snell—painting office and class rooms	1,828 40
Other donations	245 00
Total revenue	$123,139 83

EXPENDITURES.

Free night classes in science and art	$32,780 28
Free day classes in technical science	11,235 69
Free art school for women	10,558 21
Free school of stenography and typewriting for women	1,654 00
Free school of telegraphy for women	360 00
Free library	7,192 27
Free reading room	2,106 36
Free Museum for the Arts of Decoration (including an amount equal to the donations for it as above)	5,195 39
Apparatus for chemical, physical and electrical laboratories	7,276 87
Care of building	8,645 73
Heating and ventilating	7,158 72
Repairs and improvements (including the value of the work donated by Mr. Snell as above)	9,032 48
Extraordinary alterations, repairs and improvements	20,871 94
Lighting	6,168 53
Office expenses	4,462 19
Campbell scholarships	200 00
Women's centennial union fund	135 00
Rewards to employees	287 00
Legal expenses	100 00
Expenses connected with Lexington avenue property	10,983 79
Expenses connected with John Halstead property	700 97
	$147,105 42

EXTRAORDINARY RECEIPTS.

Abram S. Hewitt memorial endowment	$217,410 00

GENERAL CASH STATEMENT.

Balance in treasury January 1, 1903	$7,073 61
Receipts as per statement above	123,139 83
Total revenue	$130,213 44
Expenditures as per statement above	147,105 42
Deficit	$16,891 98

FINANCIAL CONDITION.

Current Assets.

Income from Halstead endowment, accrued, but not received before January 1, 1904	$16,259 18
Income from Abram S. Hewitt memorial endowment accrued, but not received before January 1, 1904	2,793 64
	$19,052 82

Current Indebtedness.

Deficit as above	$16,891 98	
Accounts audited	12,398 79	
		29,290 77
Total deficit		$10,237 95

City and County of New York, ss.:

Edward Cooper, John E. Parsons, R. Fulton Cutting, Andrew Carnegie and Peter Cooper Hewitt, being duly and severally sworn, do, and each for himself doth depose and say, that they are trustees of the Cooper Union for the Advancement of Science and Art, and that the foregoing is a true account of all the receipts and expenditures of the said trustees for the year ending December 31, 1903, to the best of their knowledge and belief.

EDWARD COOPER.
JOHN E. PARSONS.
R. FULTON CUTTING.
ANDREW CARNEGIE.
PETER COOPER HEWITT.

Subscribed and sworn to before me this
16th day of March, 1904.

Anthony N. Jesbera,
Notary Public (17).

ANNUAL REPORT

OF THE

TRUSTEES

OF THE

SAILORS' SNUG HARBOR

In the City of New York.

TRANSMITTED TO THE LEGISLATURE APRIL 4, 1904.

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

STATE OF NEW YORK.

No. 58.

IN ASSEMBLY

APRIL 4, 1904.

ANNUAL REPORT

OF THE

TRUSTEES

OF THE

SAILORS' SNUG HARBOR

In the City of New York.

STATE OF NEW YORK, EXECUTIVE CHAMBER,

ALBANY, *April* 4, 1904.

To the Legislature:

I have the honor to transmit herewith the annual report of the trustees of the Sailors' Snug Harbor in the city of New York, the same being for the year 1903.

B. B. ODELL, JR.

ANNUAL REPORT

OF THE

Comptroller of the Trustees of the Sailors' Snug Harbor in the City of New York, Showing the Receipts and Disbursements of the Trust from the 1st day of January to the 31st day of December, 1903; Showing also Present State of the Funds.

To the Honorable the Legislature of the State of New York:

RECEIPTS.

Cash balance January 1, 1903		$103,343 21
Ground rents	$308,713 45	
Rents of buildings	122,736 15	
Interest	11,481 72	
		442,931 32
Rents of Children's Home building		500 00
Interest on surplus funds		1,043 91
Temporary loans from surplus funds		70,000 00
Value of material from pumphouse account, 1902		734 56
		$618,553 00

DISBURSEMENTS.

Expenses of the institution for maintenance of inmates, buildings and grounds, including renewal of plumbing in seven dormitory buildings		$280,810 33
Children's Home building repairs		117 58
New York office expenses	$29,865 06	
Miscellaneous expenses	7,488 57	

Expenses of buildings in the borough of Manhattan, including taxes and assessment for widening of Elm street	$44,355 17	
		$81,708 80
Expenses in connection with proceedings instituted by the city of New York to condemn a portion of the trustees' property in Fourth avenue, between Eighth and Ninth streets		1,295 22
Special deposit of surplus income of 1902 set aside as surplus funds	$77,648 83	
Deposited interest charged on loans	1,288 11	
Deposited interest on surplus funds	1,043 91	
		79,980 85
Temporary loans paid		70,000 00
Alterations to building 753-755 Broadway	$32,350 68	
Purchase of unexpired lease of the trustees' lot No. 63 (66 East Eighth street)	14,476 25	
		46,826 93
Water system and fire mains at Sailors' Snug Harbor	$11,573 64	
Pumphouse	412 05	
Silo	640 30	
Sanatorium building, on account	2,809 00	
		15,434 99
Cash balance December 31, 1903		42,378 30
		$618,553 00

STATEMENT OF THE FUNDS.

Cost of buildings erected, reconstructed and acquired in the borough of Manhattan	$843,762 87
Loans on bond and mortgage, first liens	57,000 00
New York city registered bonds	125,000 00
New York State registered bonds	50,000 00
Alterations to building 753-755 Broadway	32,350 68
Leasehold of Lot No. 63 (66 East Eighth street)	14,476 25
Special deposit in Metropolitan Trust Co. (Account No. 1)	6,338 45
Special deposit in Metropolitan Trust Co. (Account No. 2)	79,980 85
Cash balance December 31, 1903	42,378 30
Total	$1,251,287 40

JAMES HENRY,
Comptroller.

Examined and found correct,

March 14, 1904.

THOMAS P. RYAN, *C. P. A.*

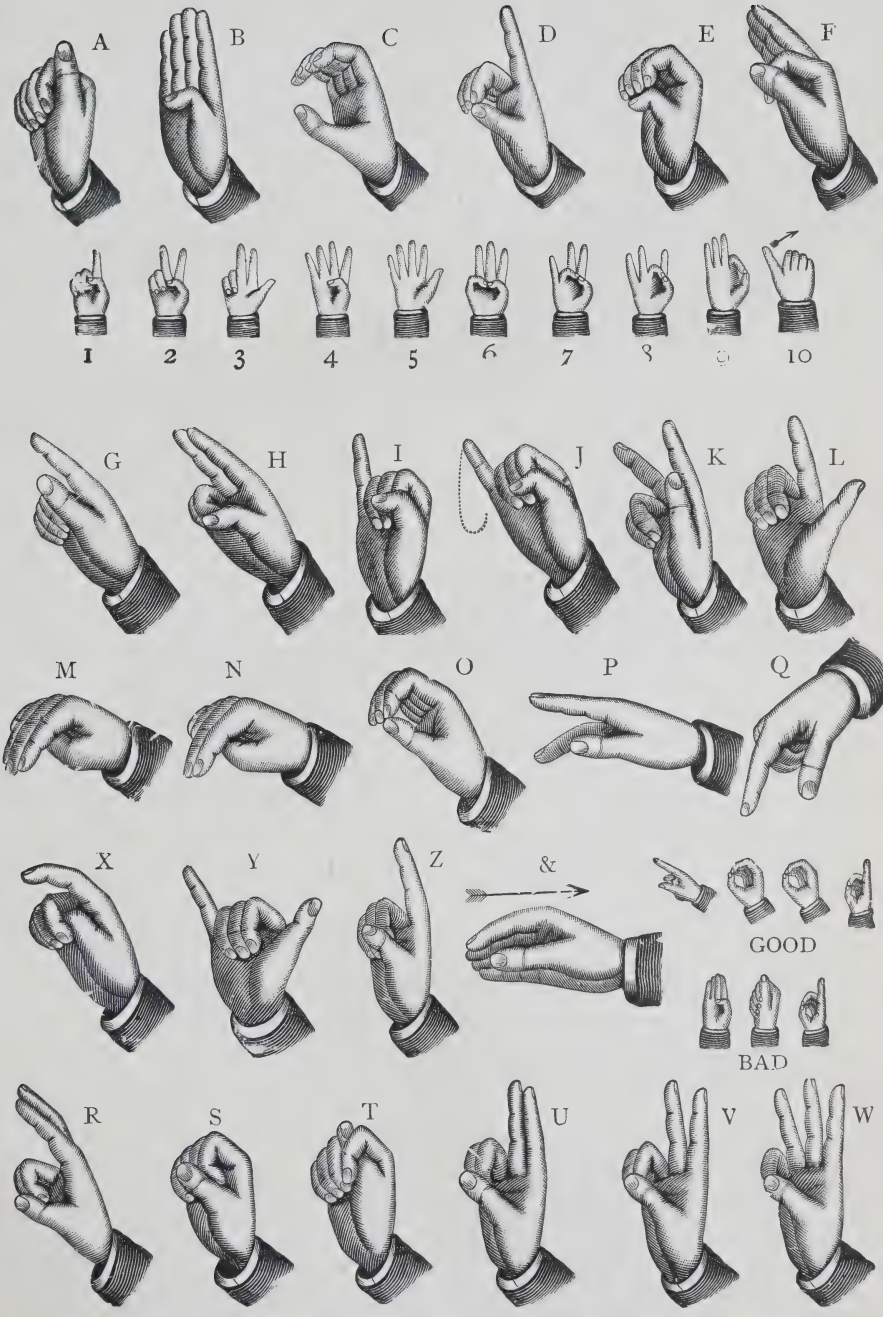
The trustees of the Sailors' Snug Harbor in the city of New York report that the accounts of the comptroller from the 1st day of January to the 31st day of December, 1903, inclusive, together with the vouchers for the disbursements charged therein have been duly examined and found to be correct in all respects; that the securities held by the trustees have also been duly examined and found to be correct in all respects; that on said last mentioned day there was a

balance of cash in favor of the trustees amounting to $42,378.30 and that the same was deposited to the credit of the trustees as follows:

In the Manhattan Company	$15,694 40
In the Merchants National Bank	9,726 20
In the Metropolitan Trust Company	16,957 70
	$42,378 30

March 25, 1904.

MORRIS K. JESUP,
MORGAN DIX,
HOWARD DUFFIELD,
D. A. SCRIBNER,
JOHN W. GOFF,
A. J. NEWBERRY,
Trustees.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THIRTY-SECOND ANNUAL REPORT

OF

Le Couteulx St. Mary's Institution

FOR THE

Improved Instruction of Deaf-Mutes,

BUFFALO, N. Y.

FROM SEPTEMBER 30, 1902, TO SEPTEMBER 30, 1903.

TRANSMITTED TO THE LEGISLATURE APRIL 13, 1904.

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

OFFICERS.

Board of Trustees.

HON. GEORGE A. LEWIS.....President
MARY ANNE BURKE.....Treasurer
REV. P. S. GILMORE.....Secretary
RT. REV. CHARLES H. COLTON, HON. T. V. WELCH,
JOHN H. LASCELLES, M. D. DWYER.

THOMAS F. DWYER, M. D.....Physician
MAX KEISER, M. D.....Laryngologist and Otologist

Teachers.

SISTER MARY ANNE BURKE.....Principal
SISTER M. DOSITHEUS.....Assistant Principal

SISTER M. CYRIL,	SISTER M. AUSTIN,
SISTER M. DE PAZZI,	SISTER M. JOANNA,
SISTER M. BENIGNA,	SISTER M. LOURDES,
SISTER M. GERVASE,	SISTER M. MARTINA,
SISTER M. OTHELIA,	SISTER M. AGNES MATHIAS,
MISS B. E. DWYER,	MISS P. B. MURRAY,
MISS IDA B. KEHOE,	MISS MARY N. REILY.

SISTER M. EUPHEMIA.....Teacher of Art

Industrial Department.

PATRICK GRIFFIN.....Foreman of Shoe Shop
WILLIAM A. BRIEL.....Instructor in Tailoring
SISTER M. ALEXIUS.....Matron
SISTER M. EMERENTIA.....In charge of Printing
SISTER M. EUSEBIUS.....In charge of Dressmaking

STATE OF NEW YORK.

No. 59.

IN ASSEMBLY,

APRIL 13, 1904.

THIRTY-SECOND ANNUAL REPORT

OF

Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes.

PRESIDENT'S REPORT.

To the Honorable Legislature of the State of New York:

The board of trustees of Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes presents herewith its thirty-second annual report.

The work of our institution has been carried on most successfully and yet the year has brought no striking events.

One of our trustees, Most Rev. James E. Quigley, D. D., was made Archbishop of Chicago and tendered his resignation from our board March 25, 1903.

By reason of selling a small parcel of land which could be spared from our large grounds we have been able to make a substantial reduction in our indebtedness, which is $23,500 less than it was on October 1, 1902.

Respectfully yours,

GEO. A. LEWIS.

PRINCIPAL'S REPORT.

To the Board of Trustees:

In compliance with the law governing our institution, I submit the following report for the fiscal year ending September 30, 1903.

At the beginning of the year, October 1, 1902, there were connected with the institution 158 pupils. Since that date 23 have been admitted and 19 dismissed or withdrawn, leaving the present number 162—90 boys and 72 girls. Of this number, 86 are State pupils, 58 are supported by the counties of the State, 14 by friends, and 4 by the institution.

The year just closed has been one of gratifying success in every department. Sixteen teachers have been employed in the educational department, and the work has been carried on with energy and success. The pupils are to be commended for the interest they have manifested in their studies and work. The work of education has been carried on without changes worthy of special mention. The details of classification, course of study and methods of instruction pursued have been frequently described, so need not be repeated.

The industries heretofore reported—viz, printing, tailoring and shoemaking for the boys, plain sewing, fancy work, dressmaking, cooking and general housework for the girls, have been continued. To have the pupils grow up to be self-supporting men and women, they must begin, while at school, to form habits of industry and acquire skill at some trade. The results of industrial training give ample evidence of the great value of this department of instruction.

During the past year our school was officially visited by Mr. Charles T. Andrews, of the State Department of Public Instruction. He spent several days in the school examining every class from the kindergarten up. In June he required a special report of English and mathematics in the schools over which he has supervision, viz, the schools for the deaf and the Indian schools. He expressed himself as very much pleased with the work done by our pupils. Dr. Robert Hill, of the State Board of Charities, also visited the institution and inspected the buildings. He visited the classrooms, showing a particular interest in the pupils' work. Committees of supervisors from Chautauqua, Chemung and Erie counties paid official visits also.

One of the principal events of the year was the sale of three acres of our land to the Government. The proceeds of this sale—viz, $22,000—helped to reduce our indebtedness.

In closing this report I wish to thank the officers and members of the board for giving so much of their time to the affairs of the institution, particularly during the past year, in effecting the sale above mentioned, and the officers and teachers for their cooperation, to which is due the good order and improvement in every department.

Respectfully submitted.

SISTER MARY ANNE BURKE,

Principal.

TREASURER'S REPORT.

RECEIPTS.

Cash on hand, October 1, 1902		$111 50
From Comptroller of State		22,135 68
From Albany county	$463 68	
From Allegany county	527 08	
From Broome county	30 00	
From Cattaraugus county	275 00	
From Cayuga county	524 45	
From Chautauqua county	128 68	
From Chemung county	305 00	
From Columbia county	300 00	
From Erie county	7,262 81	
From Lewis county	382 50	
From Monroe county	1,465 95	
From Montgomery county	300 00	
From Niagara county	373 75	
From Onondaga county	335 00	
From Ontario county	275 00	
From Orleans county	300 00	
From Rensselaer county	188 00	
From Saratoga county	300 00	
From Schenectady county	150 00	
From Seneca county	304 18	
From Washington county	30 00	
From Wayne county	300 00	
		14,521 08
Carried forward		$36,768 26

Brought forward	$36,768 26
From individuals for board and tuition	2,670 50
From donations	245 00
From sale of land	22,000 00
From all other sources, work, etc	606 60
Total receipts, including cash on hand	$62,290 36

EXPENDITURES.

As per quarterly statements and vouchers sent to the State Comptroller.

Groceries and provisions	$9,348 94
Clothing	799 62
Furniture and fixtures	652 01
Ordinary repairs	3,013 95
Fuel and light	2,700 54
Printing	340 12
Farm and garden	1,048 61
Medicine and medical supplies	181 87
Interest on bond and mortgage	1,000 00
Interest on loans	1,660 00
Payment of loans	24,000 00
Postage and stationery	94 40
Traveling expenses	297 80
School supplies	87 15
Insurance	454 12
Salaries and wages	14,198 00
Miscellaneous	1,654 50
Total expenditures	$61,531 63
Cash on hand October 1, 1903	$758 73

Indebtedness upon real estate	$25,000 00
Other indebtedness	37,500 00
Total indebtedness	$62,500 00
Valuation of property	$212,000 00

Respectfully submitted.

SISTER MARY ANNE BURKE,

Treasurer.

APPENDIX.

NEWSPAPERS, ETC., SENT TO THE INSTITUTION GRATUITOUSLY THE PAST YEAR.

Name.	Where published.
Angelus	Detroit, Mich.
Ave Maria	Notre Dame, Ind.
Catholic Columbian	Columbus, Ohio.
Catholic Messenger	Dayton, Ohio.
Catholic World	New York city.
Chronicle	School for the Deaf, Columbus, Ohio.
Church News	Washington, D. C.
Colorado Index	School for the Deaf and Blind, Colorado Springs, Colo.
Companion	School for the Deaf, Faribault, Minn.
Daily Paper for Our Little People	School for the Deaf, Rochester, N. Y.
The New Era	School for the Deaf, Jacksonville, Ill.
Deaf-Mute Register	School for the Deaf, Rome, N. Y.
Deaf-Mute Voice	School for the Deaf, Jackson, Miss.
Donohue's Magazine	Boston, Mass.
Maryland Bulletin	School for the Deaf, Frederick, Md.

Messenger	School for the Deaf, Talladega, Ala.
Missouri Deaf-Mute Record	School for the Deaf, Fulton, Mo.
Mirror	School for the Deaf, Flint, Mich.
Nebraska Deaf-Mute Journal	School for the Deaf, Omaha, Neb.
North Dakota Banner	School for the Deaf, Devil's Lake, N. Dak.
Orphan's Bouquet	Boston, Mass.
Our Dumb Animals	Boston, Mass.
Reading Circle Review	Youngstown, Ohio.
St. Joseph of the Oaks	School for the Deaf, Westchester, N. Y.
The Canadian Mute	School for the Deaf, Belleville, Ont.
The Chimes	St. Mary's Academy, Notre Dame, Ind.
The Hawkeye	School for the Deaf, Council Bluffs, Iowa.
The Notre Dame Scholastic	Notre Dame, Ind.
The Arkansas Optic	School for the Deaf, Little Rock, Ark.
The Pilot	Boston, Mass.
The Sign	Oregon School for Deaf-Mutes.
The Silent Echo	School for the Deaf, Winnipeg, Manitoba.
The Silent Hoosier	School for the Deaf, Indianapolis, Ind.
The Silent Observer	School for the Deaf, Knoxville, Tenn.

The Standard and Times	Philadelphia, Pa.
The Tablet	School for the Deaf, Romney, W. Va.
The Utah Eagle	School for the Deaf, Ogden, Utah.
The Union and Times	Buffalo, N. Y.
The Washingtonian	School for the Deaf, Vancouver, Wash.
The Wisconsin Times	School for the Deaf, Delevan, Wis.
The Western Pennsylvanian	School for the Deaf, Edgewood Park, Pa.
The Weekly News	School for the Deaf and Blind, Berkeley, Cal.
The Lone Star Weekly	School for the Deaf, Austin, Tex.
The Mt. Airy World	School for the Deaf, Mt. Airy, Pa.

CLOSING EXERCISES.

[Le Couteulx Leader, June 27, 1903.]

Our closing exercises were held on Tuesday evening, June 16th. The spacious hall was crowded as usual. The following program was very creditably rendered:

Greeting Chorus ..... Girls
Salutatory ..... Miss Mary A. Burke
Address of Welcome (Oral) ..... Lawrence Garrety
"We, Little Boys" (Oral and Manual) ..... Primary Boys
Recitation, "Our Wishes" ..... Kindergarten Pupils
Recitation, "When I'm a Woman" ..... Girls
Recitation, "Father Time and His Children" ..... Boys
Dialogue (Oral), "It is Never too Late to Mend" ..... Girls
Hymn (Pantomime), "Rock of Ages" ..... Girls
Dialogue (Oral), "The Arithmetician" ..... D. Curry, E. Smith
Dialogue, "The Quack" ..... Boys
Recitation (Oral and Manual), "The Little Gymnasts" ..... Boys
Recitation, "Union and Liberty" ..... Boys
Drama, "The Coronation of the Rose" ..... Girls

Argument:

The flowers meet in a secluded dell in the forest, to choose their Queen. A person discontented with the world seeks, in the same place, retirement from cares and disappointments. The flowers tell of Love and Duty, and the Recluse—learning that to fill well the station allotted by Providence is to be happy—resolves to return again to usefulness and contentment among her fellow creatures.

Valedictory (Oral).....Miss Grace M. Dahn

Conferring of Diploma and Medals.

Graduates—Miss Grace M. Dahn.

Miss Mary A. Burke.

School will reopen September 8, 1903.

At the close of the program Regents certificate was conferred on Miss Grace M. Dahn, also Graduation gold medals to Miss Grace M. Dahn and Miss Mary A. Burke.

Gold medals for deportment were awarded to the following pupils: Miss Elizabeth Kraemer and Miss Gertrude Bauman, Messrs. Arthur Dillon, Anthony Hynoski.

Gold medals for good conduct to Misses Nellie Hunt, Saloma Derrenbacher, Flora Deck, Messrs. John Ryan, John O'Brien, James Gilday.

The distribution of prizes took place in the assembly hall at 2.30 Wednesday afternoon. Prizes were awarded to the following pupils:

MERIT IN GRADE WORK.

Mary Kronenberger, Lulu Seeger, Marguerite Hahn, Emmet Smith, Daniel Curry, Bernard John.

HONORABLE MENTION.

E. Kraemer, N. Rogers, N. Hunt, E. Baldwin, G. McLaughlin, A. B. Dillon, William Hughes, William Hanley.

APPLICATION.

Anna G. Kronenberger, May E. Graham, Jennie Lamm, Sylvester Twamley, Edward Flynn, Frank Kostuziak.

CHRISTIAN DOCTRINE.

Gertrude McLaughlin, Nellie Rogers, Eleanor Baldwin, William Hughes, William Hanley, Raymond Callaghan, Arthur Dillon.

CATHECHISM.

Mary O'Meara, Maud Power, Mary Granger, Sylvester Forwell, John Tubrich, William O'Brien.

MERIT IN PRIMARY DEPARTMENT.

Helen Marilley, Katie MacVean, Alice Martin, Leo Zylka, Eugene Lytle.

HONORABLE MENTION.

Victoria Szpakowski, Persie Foster, Herbert Warnke, Park Winship.

KINDERGARTEN.

Mamie Zimmermann, Florence Smith, Clement O'Connor, Carl Mankiewicz.

HONORABLE MENTION.

Katie Twamley, Mamie Twamley, Alice Geary, Helen Dolan, Daniel Cusack, Leo Gilboy, William Fitzpatrick, B. Laczynski.

SPEECH READING.

Gertrude Wieman, Alice Sykes.

HONORABLE MENTION.

Josephine Vanderzee, Lilian McEntee, Maud Power, Laura Evans, Nellie Cahill, Jennie Lamm, Josephine Quirrion, Margaret O'Connell, Felicita Roets, Persie Foster, Antoinette Laury, Emmet Smith, Willie Hughes, Eugene Lytle, Daniel Curry, Sylvester Forwell, William Fitzpatrick, Herbert Warnke, Carl Mankiewicz, Leslie Webber, Adolph Ulrich.

LAWS AND BLANK FORMS RELATING TO THE ADMISSION OF PUPILS.

Chapter 325, Laws of 1863.

As amended by chapter 213, entitled "An act relative to the care and education of deaf-mutes.

Passed April 29, 1875.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Whenever a deaf-mute child, under the age of twelve years, shall become a charge for its maintenance on any of the towns of counties of this State, or shall be liable to become such charge, it shall be the duty of the overseer of the poor of the town, or of the supervisors of said county, to place such child in the New York Institution for the Deaf and Dumb, or the Institution for the Improved Instruction of Deaf-Mutes, or in the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the City of Buffalo, or in the Central New York Institution for Deaf-Mutes in the City of Rome, or in any institution of the State for the education of deaf-mutes.

§ 2. Any parent, guardian or friend of a deaf-mute child within this State, over the age of six years, and under the age of twelve years, may make application to the overseers of the poor of any town, or to any supervisor of the county where such child may be,

showing by satisfactory affidavit or other proof, that the health, morals or comfort of such child may be endangered, or not properly cared for, and thereupon it shall be the duty of such overseer or supervisor to place such child in the New York Institution for the Deaf and Dumb, or the Institution for the Improved Instruction of Deaf-Mutes, or in the Le Couteulx St. Mary's Institution for the Instruction of Deaf-Mutes in the city of Buffalo, or in the Central New York Institution for Deaf-Mutes in the City of Rome, or in any institution in the State for the education of deaf-mutes.

§ 3. The children placed in said institutions, in pursuance of the foregoing section, shall be maintained therein at the expense of the county from whence they came, provided that such expense shall not exceed three hundred dollars per year, until they attain the age of twelve years, unless the directors of the institution to which a child has been sent shall find that such child is not a proper subject to remain in said institution.

§ 4. The expenses of the board, tuition and clothing for such deaf-mute children, placed as aforesaid in said institution, not exceeding the amount of three hundred dollars per year, above allowed, shall be raised and collected as other expenses of the county from which such children shall be received; and the bills therefor, properly authenticated by the principal, or one of the officers of the institution, shall be paid to said institution by said county; and its county treasurer or chamberlain, as the case may be, is hereby directed to pay the same on presentation, so that the amount thereof may be borne by the proper county.

§ 5. This act shall take effect immediately.

EXTRACT from chapter 555, Laws of 1864, Title I, sections 9 and 10, as amended by chapter 213, entitled "An act to provide for the care and education of deaf-mutes."

Passed April 29, 1875.

Section 6. Every person resident in the State, between twelve and twenty-five years of age, whose parent or parents, or, if an orphan, whose nearest friend shall have been a resident in this State for the three* years preceding, and who may make application for that purpose, shall be received, if deaf and dumb, into one of the following-named institutions, viz.: The New York Institution for the Deaf and Dumb, the New York Institution for the Improved Instruction of Deaf-Mutes, the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the city of Buffalo, or in the Central New York Institution for Deaf-Mutes in the City of Rome, or in any institution in this State for the education of deaf-mutes, *provided his or her application be approved by the superintendent of public instruction.* The pupils so sent to either of the institutions aforesaid shall be provided with board, lodging and tuition, and the directors of said institution shall receive for each pupil so provided for the sum of three hundred dollars per annum, in quarterly payments, to be paid by the treasurer of the State on the warrant of the comptroller, to the treasurer of said institution, on his presenting a bill showing the actual time and number of such pupils attending the institution, and which bill shall be signed by the president and secretary of the institution and be verified by their oaths. The regular term of instruction for pupils shall be five years, but the superintendent of public instruction may, in his discretion, extend the term of any pupil for a period not exceeding three years. The pupils provided for in

*Laws of 1903, one year.

this and the preceding section of this title shall be designated State pupils, and the existing provisions of law applicable to State pupils now in said institutions shall apply to pupils herein provided for.

EXTRACT from chapter 615, Laws of 1886, entitled "An act to amend section 9 of Title I of chapter 555 of the Laws of 1864."

Passed June 10, 1886.

Section 9. All deaf and dumb persons resident of this State and upwards of twelve years of age, who shall have been resident in this State for three* years immediately preceding the application, or if a minor, whose parent or parents, or, if an orphan, whose nearest friend shall have been a resident in this State for three years immediately preceding the application, shall be eligible to appointment as State pupil in one of the deaf and dumb institutions of this State authorized by law to receive such pupils; and all blind persons of suitable age and similar qualifications shall be eligible to appointment to the institutions for the blind in the city of New York or in the village of Batavia, as follows: All such as are residents of the counties of New York, Kings, Queens, Suffolk and Richmond shall be sent to the Institution for the Blind in the City of New York; those who reside in other counties of the State shall be sent to the Institution for the Blind in the village of Batavia. All such appointments, with the exception of those to the Institution for the Blind in the village of Batavia, shall be made by the superintendent of public instruction, upon application, and in those cases in which, in his opinion, the

*Laws of 1903, one year.

parents or guardians of the applicants are able to bear a portion of the expense, he may impose conditions whereby some proportionate share of the expense of education and clothing such pupils shall be paid by their parents, guardians or friends in such manner and at such time as the superintendent shall designate, which conditions he may modify, from time to time, if he shall deem it expedient to do so.

§ 3. This act shall take effect immediately.

Chapter 670.

AN ACT relative to the care and education of deaf-mutes.

Passed May 13, 1872; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Sections nine and ten of title one of an act entitled "An act to revise and consolidate the general acts relating to the public instruction, passed May second, eighteen hundred and sixty-four, are hereby amended so that the same shall extend and apply to the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the city of Buffalo, in the like manner and with the like effect as if said institution had originally been named in the said sections respectively.

§ 2. This act shall take effect immediately.

Chapter 36.

AN ACT to further amend an act entitled "An act to provide for the care and education of indigent deaf-mutes under the age of twelve years (chapter 325 of the Laws of 1863)," passed April 29, 1863.

Approved by the Governor February 18, 1892; passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two of chapter three hundred and twenty-five of the Laws of eighteen hundred and sixty-three, as heretofore amended, is hereby further amended so as to read as follows:

§ 2. Any parent, guardian or friend of a deaf-mute child within this State over the age of five years and under the age of twelve years, may make application to the overseer of the poor of any town or to any such supervisor of the county where such child may be, showing by satisfactory affidavit or other proof that the health, morals or comfort of such child may be endangered or not properly cared for, and thereupon it shall be the duty of such overseer or supervisor to place such child in the New York Institution for the Deaf and Dumb, or in the Institution for the Improved Instruction of Deaf-Mutes, or in the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the city of Buffalo, or in the Central New York Institution for Deaf-Mutes in the city of Rome, or in the Albany Home School for the Oral Instruction of the Deaf at Albany, or in any institution in the State for the education of deaf-mutes, as to which the board of State charities shall have made and filed with the superintendent of public instruction a certificate to the effect that said

institution has been duly organized and is prepared for the reception and instruction of such pupils.

§ 2. This act shall take effect immediately.

FORM OF AFFIDAVIT AND APPLICATION

For the Admission of County Pupils.

STATE OF NEW YORK, }
COUNTY OF..... } *ss.:*

....., of the town of ....., in said county, being duly sworn, says that he is the father of..... ....., a deaf-mute child, residing with deponent, and was born on the ..... day of ..... That in consequence of the straightened circumstances of deponent (or of the parents of such child), its morals and comfort can not be properly cared for in its present situation; and deponent desires that said child be placed in the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the city of Buffalo, for support and education, pursuant to chapter 325 of the Laws of 1863, as amended by chapter 213 of the Laws of 1875.

Subscribed and sworn to this ..... day of ....., 19.., before me.

.....

.....

FORM OF CERTIFICATE

To be Granted by Supervisors or Overseer, to be Sent to the Institution.

STATE OF NEW YORK, }
COUNTY OF..... } *ss.:*

I have this day selected ....., of the town of ....., county of ....., son (or daughter) of ....., who was born ..... day of ....., 18.., as a county pupil in the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes in the city of Buffalo for the term of ..... years, from the ..... day of ....., 19.., to be educated and supported therein during the period, at the expense of the county of ....., in conformity with the provisions of chapter 325, Laws of 1863, as amended by chapter 213 of the Laws of 1875.

....,

Overseer of the Poor of the Town of .....

Dated ....., 19..

FORM OF APPLICATION

For the Admission of Pupils of Twelve Years of Age or Over.

APPLICATION.

To the Managers of the Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes at Buffalo, N. Y.:

The undersigned, desiring to procure the admission of ...., as a State pupil, into the institution above named, for

the purpose of receiving the benefits of education, would submit the following statement of facts:

State the real and full name of applicant.

Answer .....

State the residence of the applicant as follows:

State .....

County .....

Town or city.....

How long has the applicant lived in the State of New York?

Answer .....

NOTE.—Name, street and number.

How long in the county above named?

Answer .....

State full names of parents, guardians or nearest relative of applicant.

Answer .....

State the residence of the above-named parents, guardian or nearest relative as follows:

State .....

County .....

Town or city .....

State how long the above-named parents, guardian or nearest relative has lived in the State of New York.

Answer .....

How long in the county above named?

Answer .....

When was the applicant born?

Answer .....

State where.

Answer .....

Is the applicant of good moral character, free from disease, and does he possess intellectual faculties capable of instruction?

Answer .....

Has the applicant ever been a pupil in any institution for the ....., and, if so, what one and how long?

Answer .....

Has the applicant, or the parents, relative or guardian above named, sufficient pecuniary ability to pay for any portion of the board, tuition or clothing of said applicant at said institution?

Answer .....

State any other fact or facts connected with the history of the applicant that will aid in determining this application.

Answer .....

.....

.....

Dated at ....., this ..... day of ....., 19..

COUNTY OF ..... } ss.:
STATE OF NEW YORK, }

The undersigned, being duly sworn, says that ..... is the parent, guardian or relative of applicant above named, and that the above statement, signed by ....., is true to the best of ..... knowledge and belief.

.....

Sworn to before me this .....
day of ....., 19..

.....

CERTIFICATE OF ALDERMAN, SUPERVISOR, TOWN CLERK OR OVERSEER OF THE POOR.

The undersigned hereby certifies that he has satisfactory evidence for believing that the foregoing statement is correct, and would recommend the application to the favorable consideration of the Superintendent of Public Instruction.

.....

To the Hon. .....,

Superintendent of Public Instruction, Albany, N. Y.:

The undersigned hereby recommends that the above-named applicant, ..., be appointed a pupil in the ..... institution for the ..... instruction of ....., at ....., for the term of ..... years, from ..... and that clothing be furnished by .....

.....,

Principal or Superintendent.

Note.—It is desired that the application and affidavit be made by the parents, guardian or some relative of applicant, but when not practicable so to do may be made by a party who has knowledge of the facts. If not made by the parents, state how the person making the application became conversant with the facts.

REPORT

OF THE

Special Committee of the Assembly

ON THE

ADIRONDACKS

TRANSMITTED TO THE LEGISLATURE APRIL 13, 1904

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

STATE OF NEW YORK.

No. 60.

IN ASSEMBLY,

APRIL 13, 1904.

REPORT

OF THE

ADIRONDACK COMMITTEE.

To the Legislature of the State of New York:

The special committee of the Assembly of 1903, appointed by resolution to visit the Adirondacks, examine the State property and report to the Assembly, beg leave to submit the following report:

The committee met in the city of Utica, N. Y., at Baggs Hotel, August 6, 1903, and organized by electing T. M. Costello as chairman and Elijah Cook as secretary. The committee took the morning train from Utica to Fulton Chain, where some time was spent in the inspection of the State Hatchery and grounds at Old Forge. The results obtained here are not as satisfactory as at some of

the other hatcheries, as the water is too warm and not as well adapted for hatching and raising fish.

Leaving Old Forge, the committee traveled by steamer through the Fulton Chain of lakes to Eagle Bay, and thence by rail to Raquette Lake. The State owns 150,000 acres of land in this vicinity in a solid block. It is the best timbered of any tract in the Forest Preserve, and, with the exception of a few small, unimportant areas, has not been injured by fire. This exemption from loss is due largely to the wise action of the Legislature in requiring the Raquette Lake railway to use petroleum for fuel on its locomotives during the spring, summer and fall months. During the winter, owing to the deep snow that covers the ground, no harm would result from the use of coal, which is far less expensive than petroleum.

We find that most of the fires which occurred in the Adirondacks last year along the railroad lines were caused by sparks escaping from the smokestacks of locomotives, owing to the imperfect condition or construction of the screens which are intended to prevent this source of danger. We suggest that the present law be strictly enforced during the months of April and May, when the forests are dry and the trees are not in full leaf. After that the green vegetation which starts up will generally prevent the spread of ground or surface fires.

It is hard to estimate the damage caused by sparks from locomotives on the State preserve, not to speak of the loss to private owners. The railroad companies did good work in furnishing men to extinguish the flames after they were started. But we would suggest that they use oil and electricity during the dry season to generate power; also, that they employ sufficient men to patrol their lines thoroughly to extinguish the fires started by

sparks that escape from the smokestacks. The owners of private preserves, at their own expense, did good work in preventing the fires from spreading, thereby saving much of the State forests from destruction. The Forest Commission, through its organization of firewardens, did some active and efficient work, and to Col. William F. Fox, the Superintendent of Forests, the State owes a debt of gratitude for his able management at this time.

Governor Odell is entitled to great credit for making prompt arrangements with the Comptroller to furnish money to carry on the work of the Forest Commission in this emergency and pay the large number of men who were fighting fire. The action of the Governor in coming to the rescue at the right time saved many thousand acres of forests from the destruction which otherwise would have occurred. In view of these facts, we would respectfully recommend that an appropriation be made and placed at the disposal of the Forest Commission to be used in case of an emergency of this kind. "An ounce of prevention is worth a pound of cure."

At Raquette Lake your committee went by rail to Clear Water Junction, and thence over the Mohawk & Malone railroad to Tupper Lake. Here conveyances were obtained, and we drove to the College forest, in the vicinity of Wawbeek, a tract of 30,000 acres purchased with State funds at a cost of $165,000 to enable Cornell University to carry on the work of an experimental character and teach scientific forestry. After a careful examination of this tract and the methods pursued, we find nothing to recommend or approve. About 350 acres of this forest was burned in May last, on which most of the green timber was destroyed. The contract made by Cornell University with the Brooklyn Cooperage Company was an unfortunate one, as the trees were cut off

and the land denuded without deriving any income from the sale of the timber. It was the intention of the Legislature at the time of the passage of the act that the work of reforesting should be done on the waste and barren places on the tract of land deeded to them, and that the standing forest was not to be cut down and destroyed.

We would, therefore, recommend that the Legislature take some immediate action to prevent the further destruction of the timber on this tract of 30,000 acres, and to settle in some way with the Brooklyn Cooperage Company which now has a contract for the remainder of the standing timber. This contract has several years yet to run. In this connection we think it right that the State should make a reasonable appropriation to continue the Forestry School established at Axton in connection with Cornell University, so that students can complete their course of study. The reforesting of the waste and burned places should be done in connection with the work now carried on by the Forest Commission.

From Wawbeek the committee traveled by steamer through the Upper Saranac Lake to Saranac Inn, and thence by carriages to the State forests plantation at Lake Clear Junction. At the latter place we made an inspection of the large tract of land—containing 700 or 800 acres, as we were informed—which has been thickly planted with small trees under the direction of State foresters in the employ of the Forest Commission. The trees, which were planted thickly, consisted of white pine, Scotch pine, Norway spruce and some other species. We found the plants in a healthy condition to all appearances. This work should be continued by the State, and annual appropriations of sufficient amount should be made for the purchase of seed, the propagation

of young trees in nurseries and transplanting the same on the denuded lands of the Preserve. In time thousands of acres of the waste lands belonging to the State could thus be replanted and a new forest produced. We noticed also while at Wawbeek that the young trees in the Cornell University plantation looked well; also the young seedlings and plants in the nurseries belonging to the Forestry School.

We think it would be a wise action on the part of the State to buy the lands within the Adirondack Park which have been lumbered over, provided a purchase can be made at a reasonable price. Enough young trees are left on these lands after they have been lumbered over which, with the natural increase from seedlings, will produce a new timber growth that will protect the watershed of the Adirondacks. Such action will preserve the forest reservoirs that now supply the many rivers and maintain the industries on which thousands of our people are depending for a livelihood.

We feel that the time has come when the State must take radical measures to protect the forests, the value of which can hardly be estimated in dollars and cents. Protection is needed also, as our forests constitute a great health resort, to which thousands of citizens flock every summer to build up their shattered constitutions. The tourists of the whole country, and we might add the world, spend millions of dollars here every summer in the many hotels and boarding-houses within this territory, and in the employment of guides and other people, thereby increasing the wealth of the State as well as the several localities. We found on inquiry and examination that but little timber is now stolen from the State lands, as the Forest Commission, through its capable

agents, is enforcing the law and punishing the men who thus trespass on its property.

While in this vicinity your committee visited also the State Hatchery at Saranac Inn Station, and found everything connected with it in good condition. Many millions of young brook trout and lake trout are hatched here every year and distributed throughout the State. We found also that game of all kind, the deer in particular, are reported as on the increase, due to the enforcement of the laws by the Forest, Fish and Game Commission.

After careful consideration, we would respectfully recommend that the State Constitution be amended so that camp sites may be leased to parties desirous of erecting cottages or camps on the Forest Preserve, especially on Raquette and Saranac Lakes and Lake George, as they are the most beautiful ones owned by the State. The shores are well wooded, and many of our citizens would be glad to erect attractive summer homes that would add to the wealth of the State as well as the locality. In order that the public should not be deprived of similar rights, a provision should be made for leasing alternate sections only, thereby leaving an equal amount of the shore line open to the free use of the public, or any one who might wish to pitch his tent or temporary camp along these waters. The income derived in a few years from this source would pay for the maintenance of the Forest Commission, for the protection of game and forests, and for the employment of patrols to prevent fires in time of drought.

Leaving our hotel on the Lower Saranac Lake, the committee went by boat through the lake and down the outlet, or Saranac river, to the new State dam. Passing through the lock at this place, we continued down the stream to the thriving village of

Saranac Lake. By the construction of the lock at the new stone dam built by the State, this attractive waterway with its beautiful scenery is made accessible to tourists. But we noticed with regret that the scenery below the lock has been spoiled to a great extent by the dead timber and flood trash that lines the shores in many places. These unsightly conditions are caused by a dam on Saranac river at the upper bridge in the village. This dam was built by the authority and at the expense of the State, and it seems no more than right that for this reason the State should provide funds to remedy the deplorable conditions caused by its erection. The Legislature has already made one appropriation for cleaning out the dead trees and stumps in the river near the village; but further appropriation should be made to complete the work as far as the lock. Some more effective legislation is also necessary to prevent mills and factories from allowing waste and deleterious matter from running into the streams, as this refuse material destroys or drives away the game fish which otherwise would abound in many of our Adirondack brooks and rivers.

We would recommend that ample appropriations should be made for the further acquisition of lands in the Adirondack Park, for the prevention of forest fires, for the establishment of forest nurseries and for the reforesting of the denuded lands in the Forest Preserve. If the waste areas are planted with suitable species adapted to the soil the young trees will grow quickly, and one thousand or more acres can thus be reforested each year. If this course is pursued under the intelligent system now in operation by the Forest Commission, within a few years the burned and barren places will be covered by a healthy growth of young timber that will in time become a source of perpetual, annual profit to the State.

From the Lower Saranac your committee went by rail to Lake Placid, where we had a good opportunity to study the important question of the summer business, and the extensive interests and benefits involved. Taking a small steamer we skirted the shores of Lake Placid in order to obtain a better view of the immense forests belonging to the State which cover the northwestern slopes of this beautiful sheet of water. This great tract of woodland has been well protected from fire and trespass, and is one of the many scenic attractions which bring thousands of people each summer to this resort.

Leaving Lake Placid we drove to the John Brown farm at North Elba. This property, together with the old farmhouse in which Brown resided, is now in the care and custody of the Forest Commission. A liberal appropriation having been made by the Legislature, the old house, which was considerably out of repair, has been put in good condition and bids fair to remain many years yet as one of the historic attractions in this locality. Continuing on, we drove twenty miles further, through Keene Valley, to St. Huberts Inn. The next day a trip was made to the Upper Ausable Lake, where we spent some time in a guide's camp at that place and studied the methods employed in managing one of the largest private preserves in the Adirondack Park. For twenty years the township owned by this association has been a refuge for game, no deer having been killed on the property within that time. No one, not even a member of the club, is allowed to shoot a deer on this property.

From St. Huberts Inn a drive of twenty-four miles brought us to the Forks of the Ausable river, where we passed the night. Next day, August 13th, we drove to the Ausable Chasm. After viewing the scenery here we proceeded by boat to Fort Ticon-

deroga, and thence to Lake George. In the trip over the latter lake we were pleased to note that the hundred or more islands in this beautiful sheet of water, all of which belong to the State, were in good condition, well wooded, and had been protected from fire.

We report, in conclusion, that all lands offered for sale at a reasonable price within the Adirondack Park should be bought by the State; and it would be well to take into consideration also the purchase of the Ausable Chasm, near Lake Champlain, as it is visited every year by thousands of tourists from this and other countries, who consider it one of the natural wonders of America.

All of which is respectfully submitted.

THOMAS M. COSTELLO,
E. S. HANFORD,
ELIJAH COOK,
JOHN R. YALE,
SAMUEL PRINCE,
GEORGE E. MONROE,
HARRY HOWARD DALE.

NEW YORK STATE DEPARTMENT OF LABOR.

THIRD ANNUAL REPORT

OF THE

COMMISSIONER OF LABOR

For the Twelve Months Ended September 30

1903.

TRANSMITTED TO THE LEGISLATURE MARCH 14, 1904, AS PART OF THE THIRD REPORT OF THE DEPARTMENT OF LABOR.

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

THIRD ANNUAL REPORT

OF THE

DEPARTMENT OF LABOR.

VOLUME I.

THIRD GENERAL REPORT (Includes the Reports of the Commissioner of Labor and the Superintendent of the Free Employment Bureau and Special Reports on Labor Legislation in 1903 and Employers' Welfare Institutions)

AND THE

ANNUAL REPORT OF THE BUREAU OF MEDIATION AND ARBITRATION (SEVENTEENTH OF THE SERIES).

VOLUME II.

TWENTY-FIRST ANNUAL REPORT OF THE BUREAU OF LABOR STATISTICS.

VOLUME III.

ANNUAL REPORT OF THE BUREAU OF FACTORY INSPECTION (EIGHTEENTH OF THE SERIES).

STATE OF NEW YORK

No. 61 A.

IN ASSEMBLY,

MARCH 14, 1904.

THIRD ANNUAL REPORT

OF THE

COMMISSIONER OF LABOR

STATE OF NEW YORK:

DEPARTMENT OF LABOR,

ALBANY, *March* 14, 1904.

To the Speaker of the Assembly:

SIR.—I herewith transmit my report for the twelve months ended September 30, 1903, containing a review of the year's work as set forth in the reports of the several Bureaus of the Department. The report of the Bureau of Labor Statistics was transmitted to the Legislature on March 7; the reports of the Bureau of Factory Inspection and Free Employment Bureau accompany this, and the report of the Bureau of Mediation and Arbitration will follow shortly.

Yours very respectfully,

JOHN McMACKIN,

Commissioner.

PERSONNEL OF THE DEPARTMENT OF LABOR.

John McMackin, Commissioner	Albany.
John Williams, First Deputy Commissioner	Albany.
John Lundrigan, Second Deputy Commissioner	Albany.
*Richard Gilleland, Mediator of Industrial Disputes	Albany.
Adna F. Weber, Chief Statistician	Albany.
Daniel O'Leary, Superintendent of Licenses	New York.
*Thomas A. Keith, Assistant to First Deputy Commissioner	New York.
Thomas A. Braniff, Assistant to Second Deputy Commissioner	Albany.
Henry C. Southwick, Statistical Clerk	Albany.
Leonard W. Hatch, Statistician	Albany.
George A. Stevens, Statistician	New York.
David J. Naughtin, Statistician	New York.
Michael J. Reagan, Special Agent	Albany.
William E. Pettit, Special Agent	Albany.
Daniel W. O'Connor, Special Agent	Albany.
Charles G. Bloete, Special Agent	New York.
Thomas J. Hammill, Clerk	New York.
Jessie M. Sweeney, Clerk	Albany.
Kate Shaffer, Clerk	Albany.
Electa R. Lockwood, Clerk	New York.
James S. Lyons, Clerk	Albany.
Charles Whelan, Confidential Clerk	New York.
George E. Dayton, Clerk	New York.
Ambrose J. O'Neill, Messenger	Albany.
Winifred E. Lockrow, Stenographer	New York.

Deputy Factory Inspectors.†

Luman S. Arnold,	James W. Ireland,
Charles B. Ash,	Charles M. Lessels,
Joseph M. Brody,	Willard G. Lownsberry,
James Davie,	Frank S. Nash,
John A. Donald,	William J. Neely,
Matthew J. Flannagan,	Joseph O'Rourke,
William Ford,	Silas Owen,
Charles L. Halberstadt, Jr.,	Herbert H. Reynolds,
Dennis J. Hanlon,	Charles H. Roberts,
Gilbert I. Harmon,	Henry L. Schnur,
Louis A. Havens,	Jefferson B. Sliter,
George L. Horn,	James N. Stewart,

*Appointed May 27, 1903.
†For the inspection districts see Report on Factory Inspection, pages vii and viii.

Dennis C. Sullivan,
William E. Tibbs,
William W. Walling,
David S. Yard,

Miss Anna C. Bannon,
Miss Angie M. Brown,
Miss Margaret Finn,
Miss Lily F. Foster,
Mrs. Rebecca B. Gourlie,
Mrs. Annie L. Greene,
Miss Kate L. Kane,
Mrs. Ella Nagle,
Miss Josie A. Reilly.

DEPUTY INSPECTOR OF MINES.

Charles M. Gilmore (since April 1, 1903).

FREE EMPLOYMENT BUREAU.

John J. Bealin, Superintendent.....107 E. Thirty-first St., New York City.
Jessie M. Bolin, Clerk.....107 E. Thirty-first St., New York City.
Edward Murphy, Laborer.....107 E. Thirty-first St., New York City.

CONTENTS.

PAGE.

LETTER OF TRANSMITTAL 3
PERSONNEL OF THE DEPARTMENT 5

I.

REPORT OF THE COMMISSIONER.

Organization and finances 15
Enforcement of the labor laws 16
Complaints investigated—Public work—Inspection of factories—Re-inspections—Number of factory operatives—Child Labor—Tenement work—Accidents.
Hours of labor 26
Employment and earnings 29
Trade unions 33
Employers' welfare institutions 34
Labor disputes—Mediation and arbitration 41
Free employment bureau 42
Recommendations summarized 45

II.

LEGISLATION AND JUDICIAL DECISIONS AFFECTING THE INTERESTS OF WORKING PEOPLE.

HEALTH AND SAFETY:
Child labor 49
Polishing and buffing 60
Protection of street car motormen 61
Hours of labor, housing, etc 62
Provision against accidents 63
Licensing certain trades 65
LEGAL RIGHTS AND PRIVILEGES OF WORKING PEOPLE 66
Assignment of wages 67
Attachment of wages 69
Bail for certain railway employees 70
CONTROVERSIES BETWEEN EMPLOYERS AND EMPLOYEES 70
PUBLIC EMPLOYMENT 73
FACTORY INSPECTION 75

APPENDIX I.—STATUTES OF 1903.

PAGE.

Restricting and regulating child labor:
1. Compulsory education (chap. 459) ... 76
2. Factory employment (chap. 184) ... 81
3. Commercial employments (chap. 255) ... 83
4. Street trades (chap. 151) ... 86
5. Penalty for violations (chap. 380) ... 88
Prohibiting the employment of women and minors at polishing or buffing (chap. 561) ... 89
Requiring the enclosure of street car platforms:
Cities outside of New York county (chap. 325) ... 89
Albany and Rensselaer counties (chap. 426) ... 90
Licensing of trades:
Regulating the practice of barbering (chap. 632) ... 91
Regulating the practice of nursing (chap. 293) ... 94
Legal rights and privileges of working people:
Exempting certain wage earners from garnisheeing (chap. 461) ... 96
Abolishing abuses in the installment business (chap. 156) ... 97
Providing for bail of certain railroad employees (chap. 614) ... 99
Forbidding discrimination against militiamen (chap. 349) ... 99
Regulations Concerning Public Employments:
Proposed constitutional amendment to empower the Legislature to regulate labor conditions on public work (concurrent resolution). 100
Permitting the two-platoon system in the Buffalo fire department (chap. 243) ... 101
Wages of laborers in State armories (chap. 74) ... 102

APPENDIX II.

JUDICIAL DECISIONS AFFECTING THE INTERESTS OF LABOR.

THE EIGHT-HOUR LAW:
1. The Court of Appeals holds that it is not a crime for an independent contractor of a municipality to exact more than eight hours work from employees ... 104
2. Opinions of the Attorney-General on the scope of the decision ... 109
3. The United States Supreme Court sustains the Kansas eight-hour law ... 110
4. The eight-hour law not applicable to firemen ... 116
FACTORY INSPECTION:
Jurisdiction over the erection of fire-escapes on factory buildings in New York city:
Decision of the Appellate Division ... 117
Opinion of the Attorney-General ... 121
Liability of agent of bakeshop premises for non-compliance with inspector's orders (opinion of the Attorney-General) ... 122
Procedure in enforcing the factory law in Rochester ... 123
Civil Liability for Violation of Child Labor Law ... 125
THE LAW OF COMBINATION AND THE RIGHT TO STRIKE ... 125
Validity of Arbitration Clause in a Joint Trade Agreement ... 127

APPENDIX III.

BILLS INTRODUCED AT SESSION OF 1903 WHICH AFFECTED THE INTERESTS OF WORKINGPEOPLE.

HEALTH AND SAFETY: PAGE.

1. Child labor in factories 129
2. Child labor in commerce 132
3. Child labor laws, penalty for violating 136
4. Child labor on the street 137
5. Required attendance of children at school 140
6. Women and minors employed in dangerous occupations 145
7. Women and minors employed at polishing 146
8. Actions for injuries to children in factories 147
9. Child labor in canning factories 147
10. Restricting the working hours of women and children (the 56-hour bill) 148
11. Restricting the working hours of workmen in oil refineries 149
12. Restricting Sunday labor of bootblacks 149
13. Amending the Sunday closing law (two bills) 150
14. Requiring tenement-made goods to be labeled 151
15. Requiring certain safeguards on elevators 152
16. Requiring use of life nets in construction work 153
17. Requiring constant attendance of steam engineers and firemen 154
18. Requiring full crews on freight trains 155
19. Requiring additional fireman on certain locomotives 156
20. Creating a co-operative insurance fund against accidents 156
21. Regulating the practice of barbering 158
22. Regulating the operation of elevators 161

LEGAL RIGHTS AND PRIVILEGES OF WORKING PEOPLE:

24. Requiring railway companies to pay wages semi-monthly 163
25. Requiring employers to pay interest on cash security deposited by employees 163
26. Regulating loans on wages and salaries (two bills) 164
27. Forbidding discrimination against members of the national guard 165
28. Relating to the appointment of street car conductors as special policemen 166
29. Relating to injunctions 167

PUBLIC EMPLOYMENT:

30. Naturalized citizens on public work 168
31. Day's work in paving streets 169
32. Qualifications of inspectors of public work 169
33. Sub-dividing public contracts (two bills) 170
34. Pensions for volunteer firemen 172
35. Two platoons for firemen in first-class cities 173
36. Two platoons for firemen in New York city 174
37. Shorter hours for policemen in New York city 175

FACTORY INSPECTION:

38. Violations of the labor law 176
39. Theaters to be inspected 176

FACTORY INSPECTION—*Continued:* PAGE.
40. Volunteer inspectors 177
41. Metal polishers as inspectors 178
42. Grading of inspectors 179
43. Allowing destruction of certain data 180

III.

REPORT OF THE STATE FREE EMPLOYMENT BUREAU.

Introduction 183
Statistics of operations 185
Sending harvesters to Kansas 187
Employment agencies in New York city 195
Employment agencies in other cities of New York 198
Italian padrones—Their responsibility for conditions in West Virginia. 199
Conclusions 203
APPENDIX I.—STATISTICAL TABLES 204
APPENDIX II.—Report of the Secretary of the Society for the Protection of Italian Immigrants on the Condition of Italian Labor in West Virginia 214

IV.

EMPLOYERS' WELFARE INSTITUTIONS.

Buffalo:
Barcalo & Boll Company 227
Buffalo Smelting Works 230
Diamond Saw and Stamping Works 231
Jacob Dold Packing Company 232
Miss C. W. Frink 232
Larkin Soap Company 233
Lehigh Valley Railroad Car Shops 235
National Battery Company 238
Sidney Shepard & Co 238
Wile Brothers & Weill 240
Canandaigua—Lisk Manufacturing Company 241
Cohoes—Harmony Mills Company 242
Cold Spring—J. B. & J. M. Cornell 243
Depew, Erie county:
Magnus Metal Company 244
New York Central and Hudson River Railroad car shops 244
East Aurora, Erie county—The Roycroft shop 245
Geneva—Standard Optical Company 250
Glens Falls—Weill-Haskell Company 250
Jamestown—Jamestown Cotton Mills 252
Lestershire—Endicott-Johnson Company 252
Mineville—Witherbee Memorial Hall 253
New York City, Borough of Brooklyn:
American Knit Goods Manufacturing Company 257
Chesebrough Manufacturing Company 258
Frazer Tablet Company 258

New York City, Borough of Brooklyn—*Continued:* PAGE.
The Robert Graves Company ... 258
R. E. Lowe & Sons ... 259
Milliken Brothers ... 259
New York Quinine & Chemical Works ... 260
Tuttle-Bailey Manufacturing Company ... 260
United States Rattan Company ... 260
J. H. Williams & Co ... 260
New York City, Borough of Manhattan:
David S. Brown & Co ... 266
Consolidated Gas Company ... 267
Mlle. Eugenie ... 268
Haas Brothers ... 270
Hammond Typewriter Company ... 270
R. Hoe & Co ... 273
Interborough Rapid Transit Company ... 274
Interurban Street Ry. Company ... 275
Rohe Brothers ... 280
Western Electric Company ... 281
Miscellaneous institutions ... 282
New York City, Boroughs of Manhattan and Queens, Steinway & Sons ... 291
New York City, Borough of Queens:
Astoria Veneer Mills ... 292
Neptune Meter Company ... 292
Niagara Falls:
Natural Food Company ... 293
Niagara Electro-Chemical Company ... 296
Oneida Community, Limited ... 297
North Tonawanda Manufacturing Establishments ... 300
Olean—Tanners' Shoe Stock Company ... 301
Port Chester—Ernest Simmons Manufacturing Company ... 302
Rochester:
Bausch & Lomb Optical Company ... 302
T. B. Dunn Company ... 305
Eastman Kodak Company ... 305
James S. Graham Machine Company and the Long Foundry Company ... 309
Ritter Dental Manufacturing Company ... 312
Rochester Railway Company ... 312
Rome—Rome Metallic Bedstead Company ... 316
Schenectady—Edison General Electric Company ... 316
Seneca Falls:
Gould's Manufacturing Company ... 318
Seneca Falls Manufacturing Company ... 320
Seneca Falls Woolen Company ... 320
Solvay Process Company, Onondaga county ... 320
Syracuse—Waldorf Manufacturing Company ... 328
Waterloo Woolen Manufacturing Company ... 329

ILLUSTRATIONS.

		Opposite page
1.	A modern New York printing establishment	225
2.	Employees' athletic field and club houses	240
3.	Another view of same buildings	240
4.	A lecture hall or assembly room for the employees of a New York factory	256
5.	Kitchen for cooking classes supported by manufacturers	256
6.	Restaurant maintained by a manufacturer	288
7.	Dining room in same restaurant building	288
8.	Chapel or library and educational building of a New York factory	304
9.	Reception room of chapel	304
10.	Men's lunch room in a New York factory	320
11.	Women's lunch room in same factory	320

DIAGRAMS AND CHARTS.

Annual expenditures of the Department of Labor, 1901-3, and also of the several bureaus, 1883-1900	16
Growth of factory inspection, 1886-1903	21
The diminution of unemployment, 1897-1903	30
Relative amount of unemployment, 1897-1903	31
Growth of labor organizations, 1894-1903	34
Present distribution of organized workers in the principal cities of the State	35
Operation of the State Free Employment Bureau, 1897-1903	42

Part I.

Report of the Commissioner of Labor on the Operations of the Department.

REPORT OF THE COMMISSIONER.

Few changes were made in the organization of the Department in the twelve-month period covered in the present report. The vacancy in the position of Assistant to the Second Deputy Commissioner, created by Mr. Webster's resignation last year, was filled by the transfer of Mr. T. A. Braniff, Assistant to First Deputy Commissioner, and on May 27, 1903, Mr. Thos. A. Keith of New York City was appointed Assistant First Deputy Commissioner. Mr. Bernard Stark, mediator of industrial disputes, died March 19, 1903, after serving acceptably since the creation of the Department in 1901 and winning the esteem of his associates. On May 27, 1903, Mr. Richard Gilleland of New York City was appointed to the vacancy. The vacancies created by the resignations of Deputy Factory Inspectors Conde and Almy were filled by the appointment of Miss Lily F. Foster and Charles M. Gilmore, the latter as inspector of mines.

The total expenditures for the year were $135,522.13, a slight increase principally accounted for by the restoration of the system of allowing certain expenses to inspectors temporarily transferred from their local districts to New York City. The following table exhibits the principal items of expenditure as audited by the State Comptroller:

Salary of Commissioner of Labor		$3,500 00
Services of deputies, factory inspectors, special agents, clerks, messengers, etc		83,665 66
Expenses of Commissioner of Labor		1,599 93
Expenses of deputies, inspectors, special agents, etc		28,461 67
Printing and bulletins		4,472 25
Books, newspapers and press clippings		446 31
Telephone, telegraph and messenger service		613 05
Typewriters, adding machine, etc		345 00
Services, cleaning		262 00
Labor and supplies		290 94
Rent of the New York office		1,414 00
Postage		2,700 00
Transportation of packages		1,847 18
Miscellaneous expenses		1,135 49
		$130,753 48
Free Employment Bureau.		
Services of superintendent and clerks	$4,192 25	
Expenses of the Bureau	576 40	
		4,768 65
		$135,522 13

The growth of the work represented in the present Department of Labor since the establishment of the Bureau of Labor Statistics in 1883 is shown graphically in the diagram opposite illustrating the expenditures for the various branches. The expenditures of the Bureau of Labor Statistics were largest in 1893 and 1894 and those of the Board of Mediation and Arbitration in 1888 and 1899, while those in the interest of factory inspection steadily increased from year to year as the people came to a fuller realization of the great need and advantage of such governmental activity. With the consolidation of the three bureaus into the Department of Labor in 1901, a saving was effected through a reorganization of the work and the abolition of duplications. The appropriations, however, were cut down too much and there has ensued a curtailment of work in both the inspection and the statistical services that is unwise economy.*

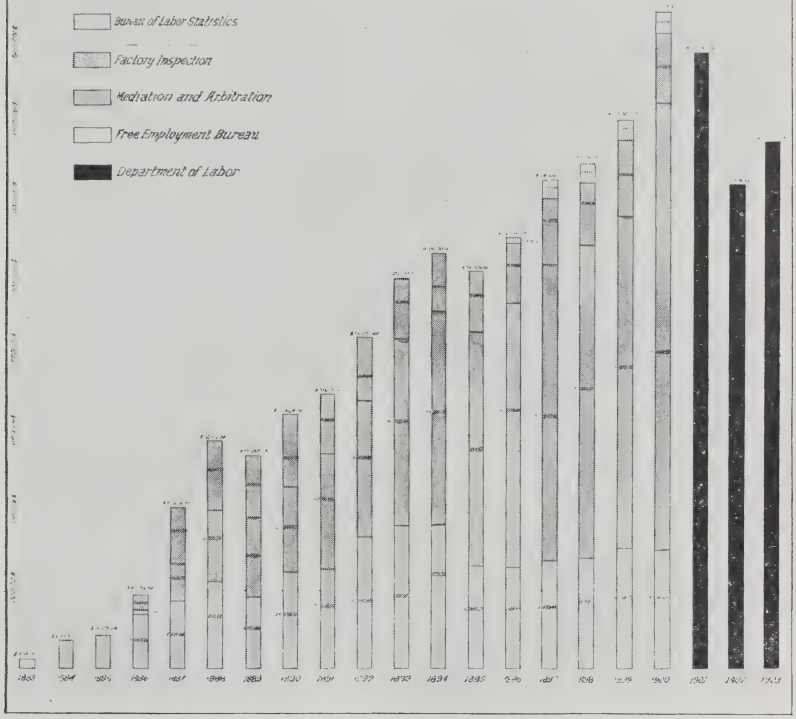
ENFORCING THE LABOR LAW.

Four distinct lines of work are undertaken by the Department of Labor, namely, the enforcement of the factory and other labor laws (Bureau of Factory Inspection); the adjustment of controversies between employers and employees (Bureau of Mediation and Arbitration); the investigation of industrial conditions (Bureau of Labor Statistics); the bringing together of employees seeking help and workers seeking positions (Free Employment Bureau in New York City). The first of these functions requires more attention than the others and occupies the time of more than two-thirds of all the officers and employees. There are fifty-four sections in the Labor Law (exclusive of the Mining Law), the provisions of which it is the duty of the Commissioner to enforce.

*As a result of the organization of the Department of Labor in March, 1901, the supply bill of that year (chap. 645) reappropriated a portion of the amount not already expended by the several bureaus consolidated. The table gives simply the original appropriations to the three bureaus.

	1901	1902	1903
	L. 1900, ch. 419	L. 1901, ch. 644 L. 1902, ch. 594	L. 1902, ch. 593 L. 1903, ch. 599
PERSONNEL.			
Number of officers and employees	88	66	65
APPROPRIATIONS.			
For salaries	$116,564	$86,622	$87,400
For traveling expenses	29,461	23,000	25,000
For printing	6,155	5,000	5,000
For postage and miscellaneous	9,625	8,400	8,400
For free employment bureau	5,000	5,000	5,000
Total	$166,805	$128,022	$130,800
EXPENDITURES.			
As audited by Comptroller	$157,080 75	$123,779 95	$135,522 13

STATE OF NEW YORK
DEPARTMENT OF LABOR
ANNUAL EXPENDITURES 1901-1903 AND OF THE SEVERAL BUREAUS OF THE DEPARTMENT PRIOR TO THEIR CONSOLIDATION IN 1901



These sections relate to the following subjects: Hours of labor on public work; hours of labor on street surface and elevated railroads; hours of labor in brickyards; hours of labor on steam surface railroads; payment of wages to employees by corporations; preference in employment on public works; seats for female employees; inspection of scaffolding, etc.; protection of persons employed on building construction; enforcement of municipal ordinances relating to factories; employment of minors in factories; hours of labor for minors and women; proper enclosure of elevators; relating to stairs and doors in factories; protection of employees operating machinery; fire escapes outside of Greater New York; painting or whitewashing walls and ceilings; overcrowding workrooms; ventilation of workrooms; reporting of accidents sustained by employees; dressing-rooms; washrooms and water-closets; time allowed for meals; safety of buildings used for factory purposes outside of Greater New York; inspection of boilers in factories; laundries; employment of women and children on polishing or buffing wheels; manufacturing in tenement-houses; bakeries—relating to hours of labor; drainage; plumbing; storage of products; cleanliness of rooms and furniture, washroom, closets and sleeping-rooms. Under some one or more of these provisions the Department received 984 complaints in 1903, as compared with 1,098 in the preceding year, thus:

COMPLAINTS INVESTIGATED BY THE DEPARTMENT OF LABOR.

Parts of Labor Law under which complaint was made.	Sustained.	Sustained in part.	Not sustained.	Places not found closed, etc.	Total, 1903.	1902.	1901. (Ten mos.)
I. Public work (Art. I)	2	.....	.....	5	7	101	60
II. Convict-made goods (Art. IV)	.....	.....	.....	.....	.....	....	.....
III. Apprenticeship (§ 67)	.....	.....	.....	.....	.....	....	.....
IV. Hours of labor in brickyards and on railways (§§ 5–7)	.....	.....	.....	.....	.....	....	.....
V. Payment of wages (§§ 8–10)	9	.....	2	1	12	39	26
VI. Seats for female employees in hotels, restaurants and factories (§ 17)	1	.....	.....	.....	1	1	3
VII. Construction work—safe scaffolding, etc. (§§ 18–20)	.....	.....	.....	.....	.....	1	2
VIII. Union label (§§ 15–16)	.....	.....	.....	.....	.....	....	.....
IX. Factories, bakeries, mines:							
Factories (Arts. V–VI)	289	10	203	23	525	597	428
Tenement work (Art. VII)	133	3	95	9	240	240	340
Bakeshops (Art. VIII)	112	3	35	14	164	95	117
Mines & quarries (Art. IX)	.....	.....	.....	.....	.....	....	.....
X. Matters outside the Department's jurisdiction	.....	.....	.....	35	35	24	57
Total	546	16	335	87	984	1,098	1,033

The decrease in the number of complaints was not a general decrease but was mainly confined to the subject of public work. The fact that nearly all the sections of the labor law that prescribe the conditions of labor on public work done by contractors have become inoperative by virtue of judicial decisions explains the diminution of this class of complaints from 101 in 1902 to 7 in 1903.

Twelve complaints were made under the law requiring corporations to pay wages weekly and nine of these were sustained; one under the law requiring seats for female employees, and 35 on matters not within the jurisdiction of the Department. The remaining 929 complaints related to violations of the Factory and Bakeshop Law and are discussed in the report of the Bureau of Factory Inspection.

PUBLIC WORK—THE EIGHT-HOUR LAW.

Of the seven complaints regarding illegal conditions on public work, two related to the employment of aliens and the remaining five to the eight-hour law. The disposition of the seven complaints is stated below:

(1) JEFFERSON COUNTY. Highway Commissioner. Road work. Complained of as violating § 13 against employment of alien labor. Work ceased.

(2) MADISON COUNTY. Electric Light and Power Company, Oneida, N. Y. Requiring employees to work more than eight hours a day.

(3) MADISON COUNTY. Oneida high school. Violation of eight-hour law. Notice served on contractor.

(4) NASSAU COUNTY. Electric light and power station at Freeport. Notice served for violation of eight-hour law.

(5) NIAGARA COUNTY. Water-works station at North Tonawanda. Notice served upon complaint of violation of eight-hour law. Compliance reported.

(6) ST. LAWRENCE COUNTY. Ogdensburg Board of Public Works. Employees on street work required to work more than eight hours a day. Notice served and compliance with law reported.

(7) WESTCHESTER COUNTY. Construction of Muscosta dam at Katonah, under New York City Aqueduct Commission. Alien labor law violated. Notices served.

Compliance with the law was reported in two cases (Nos. 5 and 6) and work had ceased in a third case. In the other cases notices were served upon the contractors or other responsible persons, but their enforcement depended almost entirely on the attitude of the local authorities. In New York City their attitude

was entirely favorable, as may be observed in the communication sent October 10, 1902, by Mayor Low to the Rapid Transit Commission, which was in part as follows:

"It must be conceded, I think, that it is highly imporant to close the streets and to open the subway for use at the earliest possible date. But I do not think that it follows, from this fact that the entire work can be carried on without reference to the Eight Hour Law for public work, the validity of which has been upheld by the courts. I am inclined to propose the following interpretation of the law, and to urge its applications: In business sections of the city, where blasting can be done at night as well as in the daytime, I think the work should be carried forward continuously in three shifts of eight hours each; in residential districts, on the other hand, where blasting cannot be done at night, I think that overtime may be asked, which is, of course, paid for as such, in accordance with the emergency provisions of the law itself.

"It goes without saying that when engaged in moving water pipes or other pipes in the streets—the uninterrupted service of which is vital to the community—such details of work are emergencies in the strictest sense, justifying the use of overtime.

"The advantage of this method of procedure is well illustrated by the recent amendment of the contract with the city for the construction of the Jerome Park reservoir. This contract was entered into seven years ago, before the Eight Hour Law was passed. Since the passage of that law this contract has dragged itself along under every disadvantage. Just now, under the authority of a law passed by the last Legislature, this contract has been modified to conform to the eight hour day.

"In connection with the modification the city has secured an agreement from the contractor to give us the use of one-half of the reservoir on October 1, 1903, and the second half on October 1, 1904, thus shortening the estimated time necessary for the completion of the reservoir by at least one-third. The same readjustment is under consideration in connection with the Croton dam, and promises to yield similar results. The explanation in both cases is that the contractors are able to place more men at work, and to work sixteen hours a day with two shifts, instead of ten hours a day with one.

"In view of the importance which this and cognate questions have assumed recently in the city of New York in connection with the proposed Pennsylvania Railroad tunnel franchises, I think it becoming to state clearly my own views upon this subject so far as the duty and attitude of the city are concerned. I firmly believe that it is the part of wisdom for the city to encourage, in every proper way, the eight hour day and the prevailing rate of wages. My reason for this belief I stated frankly during the campaign. They are in brief these: That the city can wisely do everything within its power to improve the standard of living of its own laboring people.

"There are certainly two things that it can properly do in this connection. First, it can insist upon the enforcement of the Eight Hour Law in all public work done directly for itself; second, it can set a good example by voluntarily granting to the laborers and mechanics employed by

itself, whenever practicable, the eight hour day, and by paying them the prevailing rate of wages. These things are clearly within the city's power and its rights; and these things, in my judgment, it ought to do without hesitation.

"When, however, it is proposed that the city shall make the exercise of its governmental functions dependent upon an agreement by somebody else that he will do these things, the city is asked to do what, in my judgment, it has no right to insist upon. It might just as well ask every builder who files a plan for a building to agree to accept the eight hour day and to pay the prevailing rate of wages, as a condition of approving his building plans, as to ask the grantee of a franchise to agree to do these things as a condition of getting the franchise.

"If this principle is sound at all, it is sound all the way through, and the spectacle might then be presented of the city's declining to exercise its governmental functions unless those who are obliged to ask for permits of any kind would agree to execute the work authorized by the permit in accordance with the eight hour day and the prevailing rate of wages. I think it is evident that the law gives to the city no such authority.

"For the reasons outlined, I must ask you to insist upon a strict application of the Eight Hour Law, reasonably interpreted, to all work under the charge of the Board of Rapid Transit Railroad Commissioners; as I am trying to do as to all work that is being carried on by every department through contracts made on behalf of the city.

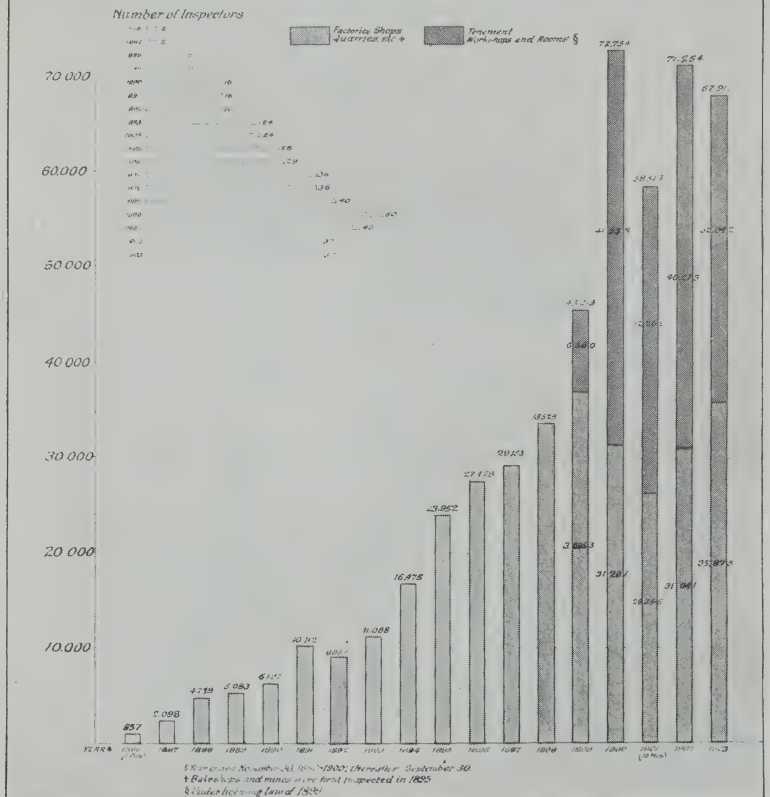
"On the other hand, I do not think that the Pennsylvania tunnel franchise ought to be permitted to fail because a clause providing for the eight hour day and the prevailing rate of wages, or even for arbitration, is not included in the franchise itself.

"The laboring men of New York are not children. They have shown excellent capacity for taking care of themselves without asking the city to take care of them; and I am confident that the labor of New York without any such clause in the franchise, will be able to look after its end of the line, as well as the contractors who may have the work in charge."

But in some communities the attitude of the local authorities was much less favorable and in such cases it was comparatively easy to prevent the enforcement of the law owing to the uncertainty about its constitutionality. Part of the law (the prevailing rate of wages clause) had been declared unconstitutional by the Court of Appeals in 1901, and many lawyers held that on the principles laid down by the court at that time the entire law was invalid. Village boards of trustees and city councils were frequently so advised by counsel and thereupon declined to enforce the penalties when notified of violations by this Department. In several counties the courts had even dismissed indictments and in other counties there was manifested a disposition to await the decision of the higher courts on the trial case of the Orange County Road Construction Company. The Appellate Division re-

STATE OF NEW YORK
DEPARTMENT OF LABOR

Growth of Factory Inspection in State 1886-1903



versed the decision of the Orange county court and sustained the law, but on April 28, 1903, the Court of Appeals declared unconstitutional that part of the law which made it a criminal offense for a contractor engaged on public work to require his employees to work more than eight hours a day. It was at first supposed that the decision swept away the law entirely, but more careful reading showed that it might not affect a case in which the eight-hour clause had been inserted in a contract. The Commissioner of Labor sought the advice of the Attorney-General as to the scope of the decision, but it was not until October 1, the end of the fiscal year, that he received a reply (See Appendix II of chapter II) in which the Attorney-General held that power for the enforcement of the law remained in section 4 of the Labor Law (which provides for the removal of certain officers who violate its provisions and for the maintenance of an action to cancel any contract that by its terms violates the Labor Law).

FACTORY INSPECTION.*

During the year 1903 the deputies visited and inspected 35,717 factories, workshops and bakeries; 32,042 tenement apartments; they visited 13,986 establishments that were found either closed, burned or tenants removed; they investigated 695 complaints; visited 2,174 places to establish a compliance with orders issued;

*SUMMARY OF INSPECTIONS AND INVESTIGATIONS, 1902 AND 1903.

INSPECTIONS OF—	1902.	1903.
Factories	23,903	28,506
Tenement shops (front)	2,211	2,832
Tenement shops (rear)	1,603	980
Bakeries and confectionery establishments	3,240	3,392
Mines and quarries	84	158
Tenement work rooms (licensed)	23,501	15,690
Tenement work rooms (unlicensed)	570	261
Tenement workplaces preliminary to licensing	13,965	13,958
Tenement workplaces (second applications)	820	801
Tenement workplaces refused licenses	1,357	1,332
Total inspections	71,254	67,917
Places visited but found closed, burned, etc.:		
Factories and shops	3,695	3,567
Tenement work rooms	10,490	8,660
Tenement workplaces seeking license	1,465	1,759
Investigation of—		
Accidents	83	36
Complaints	498	695
Compliance with notifications	993	2,174
Appointments on account of prosecutions	45	392
Special statistical reports collected	2,030	648
Grand total	90,553	85,848

investigated 36 serious accidents. In addition to this they kept 392 appointments in reference to prosecutions and actually conducted 119 prosecutions to a final issue, or a grand total of over 85,000 separate items of official duties performed by our field force during 1903.

About 5,000 more factories were inspected in 1903 than in the preceding year, as a result of the improved condition of tenement "sweat-shops" in New York City, which require less supervision than formerly. In 1902, the licensed tenement workplaces were inspected twice, but in 1903 only one inspection was made, so marked was the improvement in sanitary conditions wrought by the combined efforts of the State factory inspectors and the municipal tenement-house inspectors.

More time has been devoted this year than last to obtaining compliance with the recommendations and orders issued to factory owners by the inspectors after each inspection. When the manufacturer who had been ordered to make certain changes in his factory in order to comply with the statutory requirements failed to report compliance with the order, the inspector, in the more extreme cases, was detailed to make a second visit and ascertain whether the manufacturer persisted in his infraction of law or was complying with the notices sent him from the Bureau. In 1902, 993 such re-inspections were made; and in 1903, 2,174 re-inspections. The number ought to be much larger, but the work requires too much time to be carried out as it should be without neglecting other duties. As it was, however, the infractions found which necessitated recourse to the courts of law were considerably more numerous than in 1902, as may be inferred from the statement that in 1902 the deputy inspectors had 45 prosecution appointments and in the year just closed, 392.

The number of factories, bakeries and workshops inspected in 1903 was 34,244, of which 1,098 were visited more than once. There were 884 establishments inspected that had no employees; these were laundries, bakeshops, tailor shops, etc., where sanitary conditions are regulated. In the other establishments there were found 872,625 employees, of whom 611,976 were males and 260,649 females. Besides these employees there were 17,002 proprietors at work, making the total number of workers at the time of

inspection 889,627. Last year the number of workers who benefited by the enforcement of the factory laws through the visits of the inspectors was 774,790, the largest number hitherto reached by the inspectors.

The number of factories inspected in New York City was 21,743, employing 466,452 operatives (313,346 males and 153,106 females); Buffalo 1,670 factories with 51,052 employees (41,982 males, 9,070 females); Rochester 1,166 factories with 34,550 operatives; Syracuse 515 factories and 15,096 operatives; Albany 581 factories and 12,216 employees; Troy 406 factories and 23,554 employees; Utica 302 factories and 11,036 employees; Schenectady 118 factories and 16,886 employees; Yonkers 117 factories and 9,921 employees, etc.

CHILD LABOR.

Of the 872,625 employees of factories inspected in 1903, 18,169 were children under 14 to 16 years of age, who are allowed to work in factories only with the permit of a health officer under certain statutory conditions. The proportion of children was only two and one-tenth per cent, which is a low ratio compared with the other industrial states; especially those that receive any considerable portion of the great stream of immigrants that enter the country through the port of New York. The inspectors also discovered and ordered out of the factory 444 children under the legal age of employment (14 years) and 228 children who could not read and write, though of sufficient age for employment. In 2,403 factories the inspectors found children working without the required employment certificate and accordingly ordered them to cease work.

The Legislature of 1903 revised the provisions of the Labor and School Laws relating to the employment of children (chapters 151, 184 and 255 amend the Labor Law; chapter 380, the Penal Code; and chapter 459, the Consolidated School Law), as described in another part of this report. Only the latter took effect on its passage, the amendments to the Labor Law that are enforceable by the Bureau of Factory Inspection not going into force until the first of the new fiscal year (October 1, 1903). The general purpose of the new laws is to harmonize the School Law with the Factory and Mercantile Laws by requiring children to attend

school throughout the school year until they have attained the age of 14 years; and when they begin work at the age of 14, to complete their elementary education, in the larger cities, by attending evening schools; for which purpose the maximum hours of labor that may be required of children between 14 and 16 years of age is reduced from 10 to 9 hours a day in factories, stores, etc. The Mercantile Law, which heretofore applied only to stores, has been broadened in scope so as to protect children employed in messenger and delivery service, hotels, offices, etc., while a special Street Trades Law has been enacted to protect newsboys. Finally the use of false certificates of age, whereby children have gone to work before attaining the legal age of employment (14 years), is made difficult by very strict regulations concerning the evidence of age to be furnished by parents or guardians to the officer who issues employment certificates, as was recommended in the Department's report for 1901.

TENEMENT WORK.

The most noteworthy incident of the struggle against insanitary sweatshops in 1903 was the increased number of licenses issued as a result of the influx of the Italians into the East Side district of New York City, which contains more than one-third of all the licensed tenement workplaces in the metropolis. On the two principal shop streets (Elizabeth street with 834 licensed places, and Mott street with 636 licenses) the Italians now outnumber the Hebrews. The recent arrivals have outnumbered those of any other year, and their standards of living are much lower than those of the established immigrants. The inspectors reported some remarkable cases of overcrowding. One Italian applicant for a license to make clothing had only two rooms, in which the inspectors found four families averaging about five members each. The four families did their cooking on one stove. The application for a license was naturally refused in this case. There were altogether 1,667 such refusals in 1903 but 1,332 refusals were re-investigated upon information that conditions in the tenement had been altered, so that the final number of refusals for the year were 816. The Bureau also revoked 308 licenses, of which 108 were afterwards reissued. The steady decrease in the number of revocations indicates a gradual improvement in the

sanitary conditions of tenement workplaces, in spite of the recent increase in the number of applications refused:

PERIOD.	Application for license refused.	Licenses revoked.	Goods tagged, illegally manufactured. (Times.)
Sept. 1, 1899—Nov. 30, 1899 (3 mos.).....	918	.....	.....
Dec. 1, 1899—Nov. 30, 1900 (12 mos.).....	6,136	2,354	1,100
Dec. 1, 1900—Sept. 30, 1901 (10 mos.).....	1,173	793	332
Oct. 1, 1901—Sept. 30, 1902 (12 mos.).....	545	336	273
Oct. 1, 1902—Sept. 30, 1903 (12 mos.).....	816	308	196

ACCIDENTS.

More attention is now given than formerly to perfecting the record of accidents in factories. The amount of suffering and distress imposed upon the working-people year after year by injuries sustained in the course of their employment is incalculable and has led to extensive efforts on the part of employers and employees to discover safeguards that would prevent some of the accidents. Legislatures also have taken part in this endeavor, and not a year passes that some new law is not enacted for the better protection of workers in hazardous occupations connected with transportation, mining or manufacturing. Virtually all of this legislation waits upon the collection of statistics of accidents, and while, in some instances, notably the passage of the federal laws requiring safety appliances on railroad cars, such statistics have been gathered by individuals, in the majority of cases legislatures demand official statistics whose trustworthiness can not be placed in dispute. Before the consolidation of the Factory Bureau in the present Department of Labor, the largest number of accidents to factory employees recorded in any year was 2,373 (in 1900). In the year just closed the Department has recorded 5,660* similar accidents—an increase of 240 per cent. No one can maintain that there has meanwhile been any marked increase in the number of accidents actually occurring; the increase is simply a result of more careful work in recording accidents and reminding employers of their statutory obligation to make report thereof to the Bureau. These reports are classified and tabulated so as to show what industries and what kinds of work are most hazardous, and thus assist in the adoption of measures of prevention.

*Exclusive of 500 accidents that occurred between November 1, 1902, and October 1, 1903, in a New York shipyard and were reported in a single communication. None of these were fatal accidents; according to the statement, 100 were lacerations and contusions, 100 incised wounds of scalp and 250 cases in which steel was removed from the eye.

HOURS OF LABOR.

It is a pleasure to record the continuous progress of the beneficent movement toward shorter hours of work. Last year 21,636 organized wage-earners (including 1,237 women, mostly garment makers) secured a reduction in their weekly working time, averaging 5 $\frac{1}{10}$ hours each. (Report of the Bureau of Labor Statistics, chapter IV.) Of this number 5,833 (all men) won the eight-hour day. A majority of these were mechanics in the building trades but 2,627 were clothing cutters in New York City, indicating that the eight-hour movement is now making progress in the indoor as well as the outdoor trades. The cigarmakers are perhaps the only large body of inside workmen who have made the eight-hour day general in their trade so far as it is controlled by the union. A few other indoor trades in scattered localities have won the eight-hour day, notably the linotype operators, some plate printers, electrotypers and stereotypers; neckwear makers in New York; watchcase engravers of Brooklyn; cabinet makers, modelers and upholsterers in New York City; coopers in several cities, etc. But the principal manifestation in the shorter hour movement in the indoor trades is toward the nine-hour day on the part of the trades in which the prevailing hours have been ten or more. This movement is clearly revealed in the following statistics compiled from the reports of the factory inspectors:

PROPORTION OF FACTORY OPERATIVES WHOSE WEEKLY WORKING HOURS FELL WITHIN THE SPECIFIED LIMITS IN—

	1901.	1902.	1903.
51 hours or less	6.3	6.1	7.3
52-57 hours	31.7	32.4	39.6
58-63 hours	60.1	59.1	50.9
Over 63 hours	1.9	2.4	2.2
Total	100	100	100

It thus appears that between 1901 and 1903 the proportion of factory operatives working from 10 or 10½ hours daily (58–63 hours a week) declined from 60 per cent of all employees to 51 per cent, while the proportion working 9 or 9½ hours (52–57 hours a week) increased in about the same ratio. The industries in which this change has taken place are revealed in the following table:

PERCENTAGE OF OPERATIVES IN EACH INDUSTRY WHOSE WEEKLY WORKING HOURS WERE LESS THAN 58.

GROUPS OF INDUSTRIES.	1901.	1902.	1903.
1. Stone and clay products	34.2	31.9	45.3
2. Metals, machinery, shipbuilding	32.0	31.6	45.4
3. Wood manufactures	22.5	24.4	32.4
4. Leather and rubber goods	20.2	22.7	31.5
5. Chemicals, oils, explosives	37.1	36.2	47 8
6. Paper and pulp	8.1	4.0	5.8
7. Printing and paper goods	73.2	70.3	80.8
8. Textiles	19.1	19.7	61.2
9. Clothing, millinery, laundry	46.6	52.0	17.8
10. Food, tobacco, liquors	40.2	35.2	38.4
11. Water, gas, electricity	22.4	23.9	42.4
12. Building	75.3	78.1	91.9
13. Warehousing	35.6	42.0	51.1
All industries	38.0	38.7	46.9

With but two exceptions, which can probably be explained by differences in the mills inspected, there has been a notable increase in the proportion of operatives working under 58 hours a week or 10 hours a day. This proportion will be increased through the operation of the new Child Labor Laws, which forbid the employment of children for more than nine hours a day, and it seems reasonable to expect the nine-hour day to become general in all manufacturing industries in this country within a few years as it is already in England. In view of this tendency it is recommended that the nine-hour law for children be extended to women and minors employed in factories. At present the latter are permitted by the law to work sixty hours a week and so long as factories run ten hours a day it is very difficult for the inspectors to make sure that children cease work at an earlier hour than their elders. As a proposition to abolish the nine-hour day for children would not be considered for a moment by the citizens of the State, the alternative is a shortening of the ten-hour schedule for women and minors. The arguments in favor of a nine-hour day—resting ultimately on the physical, moral and intellectual health of the workers—do not require reiteration, but a few words may be written in answer to the one solid argument against such a reduction in working time—namely, that it would handicap New York factories in their competition with factories outside the State. First, the New York standard (60 hours a week) might be reduced somewhat without handicapping our manufacturers as compared with their leading competitors, for Massachusetts and

Rhode Island already have, by law, a 58-hour week, and New Jersey a 55-hour week, while England has a 55½-hour week. Moreover, in the industry which employs the largest number of women (the clothing trades), the nine-hour day already predominates, as 61 per cent of all employees therein worked under fifty-eight hours a week in 1903. In the tobacco trades, which also employ many women, 78 per cent of the workers in factories inspected in 1903 worked less than fifty-eight hours a week. In fact, it is only in the textile industries that a change from the ten to the nine hour standard would be seriously felt, and even in this industry 18 per cent of the employees worked under fifty-eight hours in 1903.

WEEKLY HOURS OF LABOR, 1903, BY GROUPS OF INDUSTRIES.

GROUPS OF INDUSTRIES.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.	Total.
I. Stone and clay products	16.9	28.4	52.1	2.6	100.0
II. Metals, machinery etc	2.4	43.0	53.7	0.9	100.0
III. Wood manufactures	10.1	22.3	66.6	1.0	100.0
IV. Leather and rubber goods	2.6	28.9	68.0	0.5	100.0
V. Chemicals, oils and explosives	19.1	28.7	47.0	5.2	100.0
VI. Paper and pulp	0.6	5.2	44.0	50.2	100.0
VII. Printing and paper goods	11.1	69.7	19.2	0.0+	100.0
VIII. Textiles	1.3	16.5	82.1	0.1	100.0
IX. Clothing, millinery, laundries	6.5	54.7	37.9	0.9	100.0
X. Food, tobacco and liquors	16.2	22.2	58.4	3.2	100.0
XI. Water, gas and electricity	14.2	28.2	18.6	39.0	100.0
XII. Building industry	55.0	36.9	8.1	0.0	100.0
XIII. Warehouses, cold storage	19.2	31.9	39.7	9.2	100.0
All industries	7.3	39.6	50.9	2.2	100.0

BUREAU OF LABOR STATISTICS.

This Bureau compiles the statistics collected by the factory inspectors as a part of their work of inspection and also the statistics of industrial disputes collected by the Bureau of Mediation and Arbitration, as well as the data collected by the statisticians and special agents of the Bureau in its own investigations of the condition of the working people of the State. The most important factor in the welfare of the community is, of course, the remuneration obtained by its workers, and hence the principal work of the Bureau has always consisted in the collection of statistics of employment and earnings. By securing the co-operation of the officers of workmen's organizations the Bureau is able to ascertain the actual earnings of approximately 400,000 wage workers, whom no government bureau could possibly reach by means of individual schedules without incurring an unlimited expenditure of money.

EMPLOYMENT AND EARNINGS IN 1903.

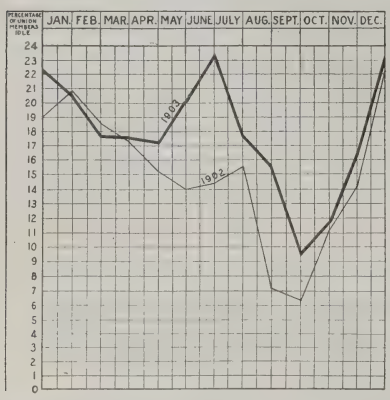
In addition to these wage-earners' reports, the Bureau also compiles statistical returns gathered by the factory inspectors, who report every change affecting a body of workmen in every establishment inspected. Last year the inspectors reported that changes in rates of wages had been made by 415 manufacturing firms and that the number of employees thus affected was 19,206. Only 75 of these suffered a reduction in weekly earnings and in their case the decrease was due to a reduction in the weekly hours of work. The other 19,131 workers affected gained an increase in weekly earnings averaging $1.24.

The trade unions, moreover, reported changes in wages affecting 65,576 workers, of whom only 394 sustained a decrease in weekly earnings as a consequence usually of shorter hours of work. The remaining 65,182 gained an average weekly increase of $1.81.

There is comparatively little duplication in the two sets of returns owing to the fact that the reports from employers cover factories only, while the bulk of the workers in trade unions are employed outside of factories—in building and construction work, transportation, hotels, stores, theaters, etc. Making allowance for duplications, the statisticians calculate that some 81,205 workers were affected by changes in rates in 1903; that the net increase in weekly earnings aggregated $137,283 (equivalent to about $6,900,000 a year) or $1.69 each. This is a smaller increase than in 1902, which was calculated to be $194,202 for 124,636 workers. Of the 81,205 workers affected by changes last year 30,400 were in the building trades, 17,102 in transportation and 15,200 in the metal and machinery industries. Owing to the fact that the great clothing industry of this State is carried on principally in small shops where the work is almost entirely piece work, it is impossible to record changes in wages in that industry.

While wage rates were higher in 1903 than in any other recent year, earnings did not necessarily advance in the same degree, for they are governed very largely by the activity of trade, which affects the regularity of employment. The state of employment exercises so commanding an influence over the earnings of wage workers that the Department has given particular attention to the collection of trustworthy information on the subject. Monthly reports are obtained from the leading industrial centers of the

State, comprehending the principal trades in each. Approximately 100,000 wage-earners state each month, through the secretaries of their trade unions, whether they were idle or employed of the end of the month. In the calendar year 1903 the percentage of idle members fluctuated from 9.4 at the end of September to 23.1 per cent at the end of June, as shown on the accompanying diagram, and the mean percentage for the year was 17.5 as compared with 14.8 in 1902. The difference between the two years appeared mainly in the summer months—May to September—and was chiefly due to disputes of unusual magnitude in the building trades of New York City. The increasing tightness of the money market caused a retrenchment on the part of many eastern railway companies which affected the iron and steel industries and to some extent the machinery trade. But outside these two groups of industries trade continued very good last year. In fact, as shown in the chart opposite there was so large a demand for servants that the Free Employment Bureau was able to find situations for a larger proportion of applicants than in any previous year; the proportion of applicants for whom places could not be secured having declined from 78 per cent in 1897 to 40 per cent in 1902 and 29 per cent in 1903. (The lower curve on the chart indicates the percentage of unemployed members of all trade unions at the end of March and September.)

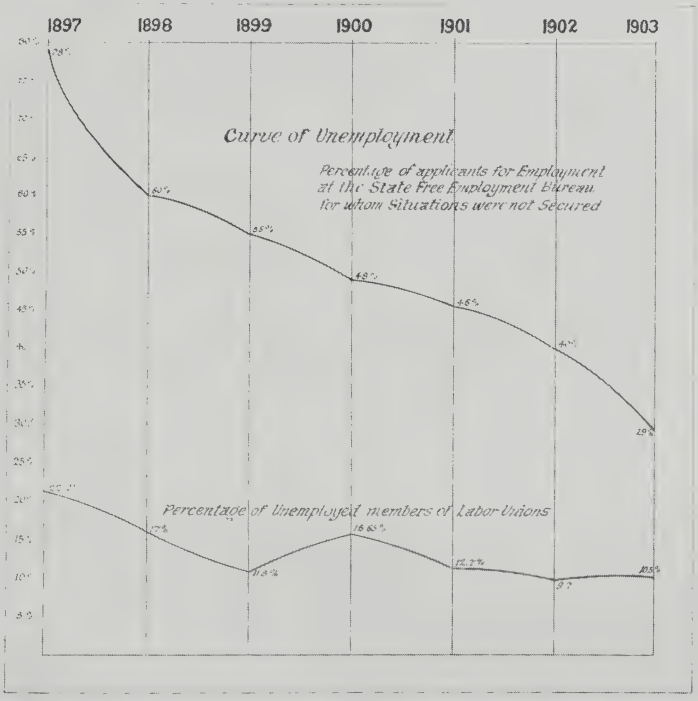


As a rule the percentage of unemployment is a sufficient indication of the general duration of employment; but in collecting statistics of actual earnings of wage workers, the Bureau of Labor Statistics obtains the actual number of days worked by each. In six months (the first and third quarters) of 1903, the average number of days worked by all organized wage-earners who had employment was 138.45 as compared with 138.52 in the record year of 1902—an almost insignificant difference. The number who had no employment however was considerably larger in 1903, so

STATE OF NEW YORK

DEPARTMENT OF LABOR

The Diminution of Unemployment in State 1897-1903



STATE OF NEW YORK
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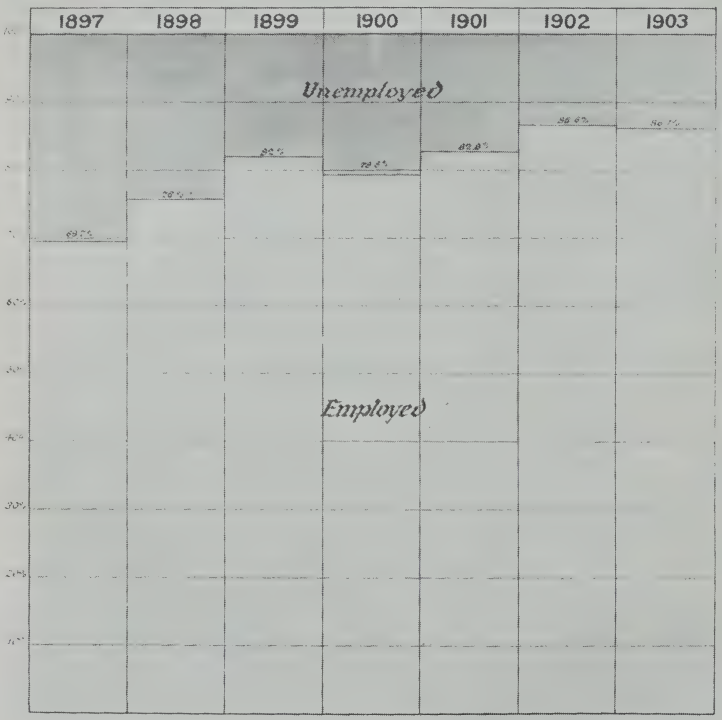
Proportion of Actual to Possible Employment among Organized Wage Workers of State 1897-1903 (Assuming 308 working days in each year)

STABILITY OF EMPLOYMENT



that the aggregate number of days of employment for all organized workers was not as large as it should have been. Assuming that all had worked full time (77 days in each quarter), they would have accomplished altogether 55,796,818 days' work in six months, whereas as a matter of fact they accomplished only 48,010,372 days, in other words the proportion of actual to possible employment was only 86 per cent. In 1902 it was a fraction larger, 86.6 per cent, which is the best record yet made. (See chart opposite.)

The records of factory inspection also furnish evidence of the prosperity existing in the year 1903. The number of operatives employed in factories at the time of inspection was 872,625, while the largest number employed at any time in the year (representing full capacity), was almost exactly 1,000,000. The inspected factories were therefore running at about 87.2 per cent of capacity, as compared with 87.8 per cent in 1902.

Additional evidence of the prosperity of 1903 is furnished by the statistics of pauperism compiled by the State Board of Charities. The number of persons in receipt of temporary (outdoor) relief in the 45 cities of the State was only 37,799 in the fiscal year 1903 compared with 43,204 in 1902, and the amount of public money thus expended declined from $354,430 in 1902 to $331,472 in 1903.

The prosperity of the well-to-do classes in 1903 is attested by the unprecedented demand for domestic servants at the free employment bureau operated by the Department in New York City and also by the large addition to the funds deposited in the savings banks of the State, which increased by about fifty-four million dollars in 1903. The deposits of the year were larger than ever before, but there was also a large increase in the withdrawals (explained in part by diversion of funds to other investments during the period of low prices of securities and in part by the necessities of idle workingmen), so that the net increase was not so large as in 1902. The increase in the number of depositors (open accounts) was likewise smaller than in 1902.

The average earnings of all workingmen in trade unions amounted to $186 in the first quarter and $190 in the third quarter of the year. The annual income may be estimated at $753. This is not so large as the estimated average income in 1902 on account

of the increased proportion of the less skilled men, who flocked into the unions in 1903, giving them an increase of more than 20 per cent. But it is doubtful if the real increase in earnings, which has been smaller among workmen outside of the unions, has kept pace with the increase in the cost of living. In any event, the considerable proportion of wage-earners whose income falls below the average must find it difficult to maintain the American standard of living with the expenditure that standard calls for in the education of children. The physical condition of the English working classes has been investigated with scientific precision at the expense of wealthy citizens in London and York, and the results of the investigation have surprised people living in comfortable circumstances and not in contact with the mass of the working people. Mr. Rowntree, in his recent study of poverty in York, advances concrete evidence as to the inadequate nutrition of the poorer sections of the laboring classes, thus:

"An inquiry into the diet of various sections of the community revealed the facts (1) that the diet of the middle classes is generally more than adequate; (2) that the well-to-do artisan is on the whole *adequate;* but (3) that of the laboring class is seriously *inadequate.* Indeed, the laboring class receive upon the average 25 per cent less food than has been proved by scientific experts to be necessary for the maintenance of physical efficiency. The statement is not intended to imply that laborers and their families are chronically hungry, but that the food which they eat (although on account of its bulk it satisfies the craving of hunger) does not contain the nutrients necessary for normal physical efficiency. A homely illustration will make the point clear. A horse fed upon hay does not feel hungry, and may indeed grow fat, but it cannot perform hard and continuous work without a proper supply of corn. Just so the laborer, though perhaps not hungry, is unable to do the work which he could easily accomplish upon a more nutritious diet.

"As the investigation into the conditions of life in this typical provincial town has proceeded, the writer has been increasingly impressed with the gravity of the facts which have unfolded themselves. That in this land of abounding wealth, during a time of perhaps unexampled prosperity, probably more than one-fourth of the population are living in poverty, is a fact which may well cause great searching of heart. There is surely need for a greater concentration of thought by the nation upon the well-being of its own people, for no civilization can be sound or stable which has at its base this mass of stunted human life. The suffering may be all but voiceless, and we may long remain ignorant of its extent and severity, but when once we realize it we see that social questions of profound importance await solution. What, for instance, are the primary causes of this poverty? How far is it the result of false social and economic conditions? If it be due in part to faults in the national char-

acter, what influences can be exerted to impart to that character greater strength and thoughtfulness?

"The object of the writer, however, has been to state facts rather than to suggest remedies. He desires, nevertheless, to express his belief that however difficult the path of social progress may be, a way of advance will open out before patient and penetrating thought if inspired by a true human sympathy. The dark shadow of the Malthusian philosophy has passed away, and no view of the ultimate scheme of things would now be accepted under which multitudes of men and women are doomed by inevitable law to a struggle for existence so severe as necessarily to cripple or destroy the higher parts of their nature." (Pages 303-305.)

To say that the condition of the working classes in America is so miserable as that portrayed by Messrs. Booth and Rowntree would, of course, be speaking far from the truth. But the investigation made by the Bureau of Labor Statistics last year into the income of the home workers of New York City, as well as the studies of rents and overcrowding made by the metropolitan tenement-house department, clearly indicate the hardships endured by large masses of people in our large cities.

TRADE UNIONS.

In their situation it is not to be wondered at that the trade union appears to offer the single ray of hope and that it receives a measure of loyalty and devotion that in former times went only to the church. And as the people at large have come to understand the situation of the wage-earning class they have revised their earlier judgments of the trade union movement. It is worthy of note, for instance, that the workers in social settlements who have gone from homes of ease to live among the poorer classes are virtually unanimous in maintaining the principle of trade unionism as the only method of stopping that underbidding for work which leads to starvation wages and interminable hours of labor. But it is only when some tremendous revolt against existing conditions like that of the anthracite coal miners in 1902 compels the people generally to study the condition of wage workers that they begin to comprehend the invaluable work of the trade union as the bulwark of the American standard of living.

The trade union movement has received attention from the Bureau of Labor Statistics since its establishment, and in the last ten years the Bureau has annually recorded the number and membership of all labor organizations in the State. (Cf. Chapter

I of the current report of the Bureau of Labor Statistics.) In that period the number of unions has increased from 860 to 2,583 and the aggregate membership from 157,197 to 395,598. This growth really began in 1899 as may be seen in the chart opposite. Since 1899 it has proceeded at an accelerated pace, the increase in membership in 1903 having been 66,497 as compared with the hitherto unprecedented increase of 52,960 in 1902. The carpenters have the largest organization, numbering 22,430 men in their 177 local unions, while the painters come next with 14,682 members in 93 unions, building laborers 11,504, cigarmakers 10,514, machinists 9,808, bricklayers 9,723, compositors 9,453, team drivers 8,318, etc. Four-fifths of all the unionists are in the seven principal centers of industry, 61 per cent being in New York City alone. Buffalo is, of course, next with 32,808 members. Then follow Rochester, Schenectady, Albany, Syracuse, Troy and Utica, in the order named. There are 29 cities or villages in the State that have as many as 1,000 trade unionists.

The number of women in trade unions is very small—only 14,753, or 3.7 per cent of the entire membership. Most of the women members are garment and tobacco workers and their largest relative strength (5.6 per cent of the aggregate membership) was in 1895 when the clothing trades were strongly organized.

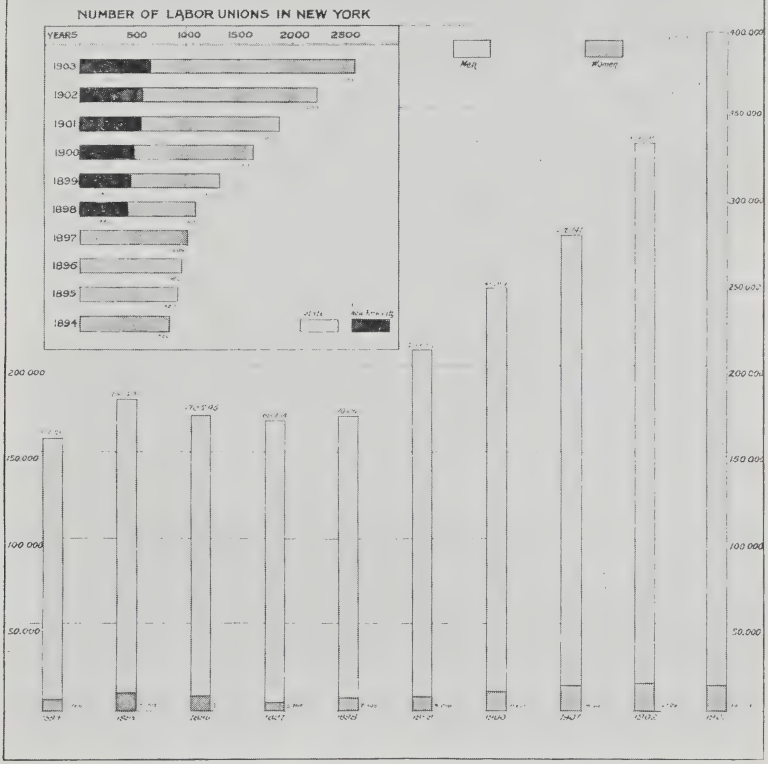
EMPLOYERS' WELFARE INSTITUTIONS.*

While the trade union movement has for its aim greater justice in industrial relations and thus makes essentially for industrial peace, the employing class is also devoting more attention to the provision of improved surroundings for the workers and the establishment of a closer connection with them than the mere "cash nexus" so caustically denounced by Carlyle, Ruskin and other social reformers. Certain institutions for the welfare of employees have long existed on the railroads, with their relief depart-

*_Bibliography_ on this movement will be found in N. P. Gilman's Dividend to Labor: A Study of Employers' Welfare Institutions (1899), which is the most comprehensive work on the subject at present available in the English language. Magazine literature of late has begun to include articles on the subject, and the Bulletin of the United States Department of Labor of November, 1900, contains a brief report on some typical institutions in the United States. Of considerable interest in this connection is the literature of the Chicago strike of 1894, which grew out of the strike at the Pullman works. The National Civic Federation has recently established a Welfare Department.—[EDS.]

STATE OF NEW YORK
DEPARTMENT OF LABOR

Growth of Organized Labor in the Decade 1894-1903



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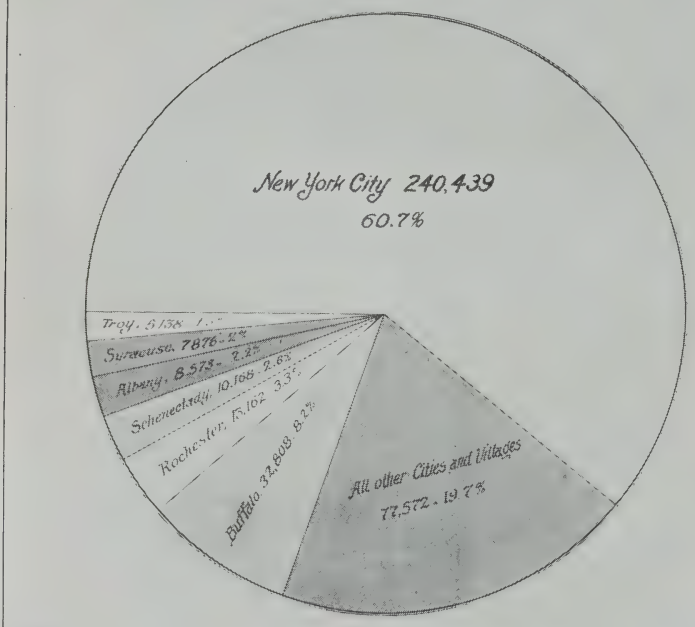
Distribution of Trade Unionists in Principal Cities in 1903



ments or beneficiary funds and the club houses provided by the Young Men's Christian Association by means, for the most part, of funds furnished by the companies themselves. Much older than these are other activities of employers, such as the provision of housing accommodations for workmen in the smaller communities to which large factories gravitated when they were dependent upon water-falls for their power. So also in isolated manufacturing or mining communities the employer frequently carried on a merchandizing business which was often the only store in the place. The "company store," however, soon acquired an evil repute on account of the exorbitant prices that it could charge when its customers were not permitted to trade elsewhere. In fact, most of the early institutions conducted by employers were discredited by the misconduct of the more unscrupulous element among them and thus came to be treated as merely temporary features of business, which were to be done away with as soon as the workmen or the community developed self-supporting institutions of their own.

In Europe no such reliance was placed on the ability of the wage worker to provide wisely for his present and future welfare, and public opinion looked to the employers to exercise a degree of paternalism that was not tolerated in this country. As a consequence they developed, in Continental Europe at least, many institutions for the benefit of employees that were almost unknown to the employers of this country, where such matters were taken up by the trade unions or left undone. At the various European expositions and social economy congresses "patronal institutions" invariably formed a topic of discussion, while in the United States they were seldom debated except in the form of company houses or company stores. The establishment of the "model town" of Pullman in 1884 was an evidence of a newly awakened interest in such activity here, but its failure ten years later, as a result, apparently, of revolt against the power exercised by the company through its ownership of the men's homes, caused considerable discouragement. After that the tendency was toward improvements in the factory itself and the introduction of toilet facilities, dressing-rooms and even bath rooms, lunch rooms and assembly rooms. To designate these and other special provisions for the health and comfort of workmen there gradually

came into use the term "employers' welfare institutions." In many cases a special functionary was appointed to take charge of all such arrangements and the spread of the idea is apparently leading to the creation of a new occupation, that of the welfare manager or social secretary.

The "welfare" idea has taken root in most of the great American manufacturing establishments in which wage workers are congregated by the thousand. While the best advertised exemplar of the system is perhaps that of a company in Dayton, Ohio, many notable contributions to the movement by New York manufacturers were familiar to the staff of the Department of Labor. To ascertain the extent of the movement in this State, the Commissioner on April 21, 1902, issued a letter of instruction to the factory inspectors, directing them to report to headquarters all instances of welfare work that came to their notice in the larger factories visited by them in the course of their regular inspections.* About 500 schedules were turned in by the inspectors, but many of these specified simply the practice of contributing to

*The features specified in the letter of instruction were the following:

Profit Sharing.
- Premiums or bonuses.
- Employees as stockholders.

Insurance or Beneficiary Funds, (maintained by employers alone or by employers and employees together).
- Sickness.
- Accident. (Also for medical attendance, factory hospital, wages during disability, premiums on accident policy).
- Old age or retiring pensions.
- Death.
- Savings bank facilities.

Health and Safety in Factories, (beyond the requirements of the law).
- Working costumes furnished.
- Wardrobes.
- Dressing rooms.
- Baths.
- Swimming pools.
- Lunch rooms.
- Free luncheon.
- Flower gardens on premises.

Physical Culture.
- Playgrounds.
- Rooms for games, dances, etc.
- Calisthenics or gymnastics.
- Encouragement of summer outings, etc.
- Club rooms.

Intellectual and Moral Improvement.
- Kindergartens for children of employees.
- Free lectures.
- Evening classes.
- Manual training classes.
- Technical instruction.
- Reading room.
- Library.
- Club house.

- Concerts, musical entertainments.
- Musical club rooms.

- Sunday schools.
- General religious work.

Domestic and Family Life.
- Improved dwellings.
- Instruction in sewing, cooking, house keeping, landscape gardening, etc.
- Prizes for home gardens.

Other Empoyers' Welfare Institutions.

.....

Privileges secured to employees by contribution of employer to the support of welfare institutions conducted by outside parties.

.....

.....

some sort of beneficiary fund or accident insurance system. The Department's experts examined the schedules and selected such as promised to reward special investigation. Upward of 100 special investigations were made by two experts of the Bureau of Labor Statistics who jointly prepared the report that is now presented. While it is not exhaustive, it is believed that it covers all the more important welfare institutions in the factories of this State; and it describes in some detail the more noteworthy experiments along distinctive lines. These consist first of all in the introduction of new and higher standards of factory construction and equipment—in providing abundant light and air, keeping workrooms clean and furnishing lockers, dressing-rooms and toilet facilities for the use of employees. Law and custom already prescribe a certain minimum in all these respects as well as respects the safeguarding of machinery; but hundreds of employers in this State have advanced beyond the customary standard of cleanliness, ventilation and sanitary conveniences. Many have taken care to remove the accumulation of waste, material and other debris from the factory grounds, and then to lay out lawns, flower gardens and other features of landscape gardening, and thus make cheerful the outlook from the factory windows. Others have introduced bath rooms in the factory, while large numbers now provide lunch rooms, where employees may buy part or all of their midday luncheons at or even below cost.

Many manufacturers furnish improved facilities for recreation, such as large assembly halls that may be used not only for lectures, musical and theatrical entertainments, but also for dancing. In some cases, employers have provided athletic fields, gymnasiums and even complete club houses for their employees, while it has become quite common for the city employer to encourage summer outings by continuing the employees' wages and occasionally by assuming the larger part of the expenses of the excursion.

Experiments in the way of educational facilities are less common, but there are a few establishments that provide technical instruction for their employees, or classes in household economics and kindergarten work for the families of employees, while many firms maintain circulating libraries in the factory. The encouragement of provident societies among the workmen, by assuming the expenses of operation or making larger contributions, is one

of the oldest forms of welfare work; a more recent development is the maintenance of savings banks or loan funds, with the purpose of tiding employees over periods of distress caused by illness in their family or other misfortune and thereby saving them from the toils of the "loan sharks."

Manufacturers who employ women and girls are beginning to provide rest or retiring rooms for their use and also to allow them to quit work and go home some minutes before the male employees are released from work; thus increasing the protection aimed at by various provisions of the Factory Law.

The investigators made it a point to inquire about the attitude of the working people toward welfare institutions and thus ascertain whether they were really successful in fostering more amicable relations between the employing and the employed classes—in other words, whether they "paid" or not. The results of this inquiry were anything but uniform; what had failed and been abandoned in one factory was highly successful in some other factory. The explanation of this singular fact is found in the spirit in which welfare work is conceived and carried out, rather than in the amount of money expended in the scheme. This may be illustrated in two contrasted experiences disclosed in the course of the investigation. The Department's experts found one establishment which in point of construction and equipment was a model of its kind—clean, commodious, well-lighted and ventilated, machinery carefully safeguarded and numerous provisions made for securing the comfort as well as the safety of employees. Behind these beneficent institutions, however, was a spirit as autocratic as that of an Oriental despot, ruling the place with a rod of iron and brooking no consultation with the workmen, who, above all others, were most affected by the shop arrangements. Failing to secure a voice in determining rates of wages, hours of labor and other conditions of employment, the workmen had by concerted action refused to continue at work upon the existing terms. They lost their strike, but the manliest among them declined to return to the state of "benevolent despotism" and those who accepted employment were not of the fearless, self-reliant type that predominates in American workshops but were of the more unfortunate class who have to take what they can get. Their attitude toward their superiors was one of abject fear. In

order to describe the results attending the establishment of welfare institutions, the Department necessarily inquires into the attitude of the workmen in each case; in this particular instance, however, the management objected to the publication of the fact that its welfare movement had not prevented trouble between it and its employees, leading to its inclusion among the "unfair" establishments listed by organized labor, and in deference to its wishes the Department has withheld all mention of the establishment.

In another establishment where the investigators found no discontent whatever among the employees, the chief betterment feature was an association providing sickness and accident benefits which had developed out of an employer's relief fund. In order to remove the taint of charity the employees had expressed a desire to join the employer in contributing funds and in accordance with their idea a co-operative society was organized with a board of directors representing all interests. The employers have developed other betterment features, but in a fraternal, democratic spirit that has preserved the most harmonious relations with their employees. The banishment of labor disputes has been secured not so much through a vast expenditure of money as through avoidance of paternalism, pretentious charity and other airs of the patron, and the recognition given to the principles of justice and equal rights.

The American workman demands good wages, reasonable hours of work and a just system of shop regulations and trade rules. No one is so intimately affected by the conditions of employment as the workman himself and he naturally aspires to have a voice in their determination. When, therefore, an employer assumes that he alone is concerned in laying down terms of employment, and rebuffs the counsel of the workmen as unjustifiable interference with his asserted right to "conduct his own business," he has sown the seeds of ill will, suspicion and dissension. His attempts to do away with discontent by introducing welfare institutions will very likely be resented as charity or regarded as a scheme to reduce wages and prolong hours. No American can endure it to be patronized as an inferior. From this point of view it is easy to comprehend their unfavorable attitude toward well-

intentioned projects for the improvement of industrial conditions, which has been well stated in the following words:

"Some amiable, well meaning persons seem to think that much can be done by providing workmen with more or less luxurious retiring and lunch rooms, where they can meet at noon hour and talk together under the refining surroundings of flowers and music if they wish to avail themselves of it; but these innovations are not general throughout the country, and more than this, they are not popular with workingmen and women at large. I have heard a good many of them express themselves forcibly upon the subject of 'fancy bath rooms,' as they call them, and point to them as evidence that employers could pay higher wages if they choose to by carrying to the salary lists the money they cost to introduce and maintain. They look upon superior surroundings as charities, and, in some sense, as a reflection upon their social status, and will have none of them. Assuredly these provisions, intended to alleviate the irksomeness of labor, have done nothing toward establishing better feeling between capital and labor, or toward settling the issues between them, for one of the most obstinate strikes occurred in an establishment which was a model of the kind alluded to.

"The laborers who resent being treated as wards of their employers show a spirit that is founded on the true conception of independence and self respect that has made the American laborer so far superior to the workman of any other country. They are unquestionably right in refusing to accept charity while able to provide for their needs by their own labors. Under the other view that the 'fancy bath room' idea is not charity, but an expenditure of money reserved from their earnings, they are equally right in displaying resentment at an unauthorized and uncalled for meddling with their private affairs. The law provides for proper sanitary conditions in workshops. Beyond that, laborers are entitled to the fullest liberty in following their own tastes and desires in the expenditure of their earnings. Much that passes for philanthropy is mere meddlesomeness thinly disguised, and should be discouraged. The American workman is able to take care of himself, and his willingness to do so should not be assailed by schemes that contemplate forcing charity upon him."

The foregoing statement unquestionably embodies the views of large numbers of workmen and unfortunately has a real basis of fact. But there are establishments where the employer's efforts to improve conditions are highly appreciated, as in the instance just cited. In such cases the employer always takes counsel with his employees before modifying working conditions, because he recognizes their natural aspiration to exercise some degree of control over their working life. He is sufficiently broad-minded to realize that benevolent despotism must give place to democracy in industry as well as in government. If he pays good wages to start with, and undertakes to introduce improved conditions as

a matter of justice and good business policy rather than as an act of charity, he will get good returns in the shape of more loyal and efficient service on the part of his employees. Thus a manufacturer (outside of New York) who devoted one-tenth of the floor area of his factory to the "outside" interests of his employees declared that "this method of furnishing abundant refreshment for mind and body during all non-working hours of the day and evening * * * has raised our organization to a higher standard of industrial efficiency and directly improved the quality of our factory output. No improvement of machinery, materials or methods could possibly have effected so much for the quality of our product as has been accomplished by this great revolution in the morale of our employees." Very similar is the conclusion reached by another business man who has studied and written on economic problems (George L. Bolen, of Jackson, Michigan):

"An employer recognizing unionism, which men must maintain or depend somewhat helplessly on his generosity, can create additional good feeling and faithfulness, attracting, developing and retaining a good class of help, by providing especially favorable conditions in which to work, or by giving a small bonus in money above the union rate in profit-sharing or otherwise. It is his right and perhaps his duty, without regard to his men's preference for a fair exchange of labor for cash, to see that anything extra be given, above standard wages and conditions, takes the form not of money which may yield him little or no return, but of such institutions and conditions as to him in profits will be as well worth the cost as they are to the men in benefit. There need be no trouble here if the employer's designs are those of straightforward business."

Welfare institutions may therefore be unreservedly commended when employers start out with the confidence of their employees (won by recognition of their right of association and adherence to the union schedule of wages, hours, etc.), and make such improvements as will render their workplaces more convenient, cheerful and comfortable and thereby promote the loyalty and efficiency of the workmen; but the parade of such improvements as evidence of philanthropy is likely to prove fatal to their success.

BUREAU OF MEDIATION AND ARBITRATION.

With the steadily increasing recognition of the social and industrial value of trade unionism there is manifest a disposition to look for the solution of labor difficulties not through the police or the courts but through the growth of a sentiment that will

prevent the recurrence of such difficulties as strikes and lockouts. The Board of Mediation and Arbitration of this State, in common with similar boards elsewhere, finds its most useful work in the encouragement of collective bargaining through the joint trade agreement. The method is by no means infallible, but it is the best that has thus far been devised and the Board therefore devotes a considerable portion of each of its reports to the reproduction of wage agreements entered into by bodies of employers and employees. The Board also prints a careful account of the great building trades dispute in New York City, which did not cause any public disorder or excitement but nevertheless involved many thousands of workmen. The dispute, however, was not the primary cause of the interruption of the building boom, which was rather due to the unsettled money market. The settlement of the dispute in the metropolis did not induce the resumption of the large undertakings that had been projected by investors or speculative builders before the financial stringency. On the other hand, the construction of small dwelling and tenement houses, especially in the boroughs of the Bronx and Brooklyn was carried forward with great energy, and as this work was financed by small builders and contractors outside the Building Employers' Association, a great many of the locked-out mechanics found steady employment throughout the summer.

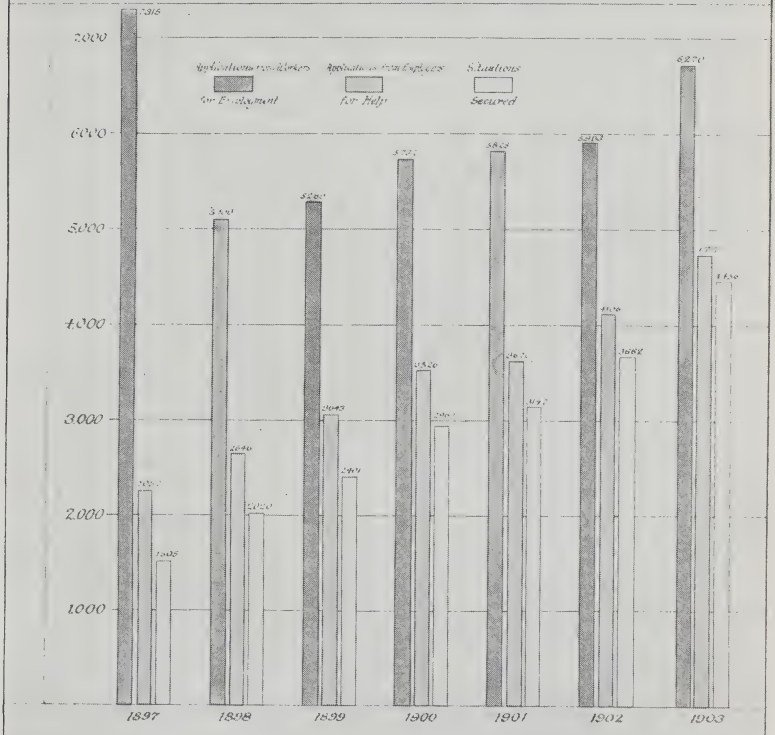
The intervention of the Board in the builders' dispute was unsuccessful, but it aided in some degree to adjust certain other disputes. It intervened in 28 cases in 1903—about the average number of cases per annum. The total number of disputes concerning which the Board collected statistics in 1903 was 202 as compared with 142 in the preceding year; they affected, directly or indirectly, 118,391 employees (38,070 in 1902) and caused the loss of 4,158,744 workdays (573,285 in 1902).

FREE EMPLOYMENT BUREAU.

The work of the State Free Employment Bureau in New York City has grown steadily in public estimation and in 1903 assumed larger proportions than in any of the last six years. As indicated in the chart opposite the number of applications for work, of applications for help and of situations has steadily increased since 1897. During the year 6,274 people made application for

STATE OF NEW YORK
DEPARTMENT OF LABOR

Operation of the Free Employment Bureau in New York City 1897~1903



work, of which number 3,258 were men and 3,016 were women. Of the women 1,076 were natives and 1,949 foreigners. There were 782 married men and 2,476 single. The married women numbered 1,493 and single 1,523. The married men reported having 916 children, 624 of whom were dependent on them for support. The women reported having 1,464 children, 751 being dependent. In the matter of education the following are the figures: Of the 3,258 men registered two could neither read nor write, while of the 3,016 women, 152 were illiterate. In this connection it is well to say that while many applicants were illiterates, they were possessed of a great deal of information associated with their various avocations and they showed considerable knowledge of affairs which occupy public attention and form a part of American every-day life.

During the year 4,717 applications were made for help. There were 4,456 situations secured, covering forty-nine trades and avocations. Of the people securing situations, 3,594 were women and 862 men. The increase in the number of situations over 1902 was 794. A marked feature of the work was the increase in the number of men employed through the Bureau, being 589 over the previous year.

The number of orders received from hotel keepers, farmers and boarding house keepers from out of town has very much increased over former years, and they have almost without exception reported as being entirely satisfied with the help they secured at this Bureau. The demand for help, especially general houseworkers, is far in excess of the supply. We were not able at any time during the year to meet such demand. During the year the Bureau supplied every hotel in New York City with help. Hospitals, public institutions and private families were among its patrons. The vexed servant question it has helped to solve, and the wheat farmers of Kansas have been supplied with many harvesters.

During the year many of the worst features of the work of the Italian padrone was forced on public attention through reports from West Virginia where Italians, it was claimed, were kept almost in a state of slavery, subjected to abuses, some of them dying from injuries inflicted. It is evident that many Italians were deported under false impressions as to wages, locality, dis-

tance, etc. When an effort was made to right the wrongs complained of it was found impossible to do so as the padrones denied the charges and there was no documentary evidence to the contrary. As a remedy for these evils it is suggested that before such people are sent out of the State to fill contracts, the party sending them should file with the Commissioner of Labor a statement giving the names and addresses of the employers, wages paid, hours of labor when the wages are to be paid—weekly, monthly, etc., cost of transportation, by whom paid; together with the names and addresses of the parties sent in fulfillment of contract; this statement to be filed with the Commissioner of Labor at the Capitol, Albany, within five days after the people so employed have departed for their destination.

This is only a part of the stricter public control over intelligence agencies for which there has long existed a strong popular demand. Many so-called employment offices flourish that never make any real effort to procure situations for an applicant after they have once obtained a fee. Other evils have been notorious in the conduct of many low-class offices, and within the past few months the secretary to the mayor of the city of New York, while in charge of the licensing of employment agencies, discovered evils in the conduct of many of these agencies that call for stringent and immediate regulation. The State of Illinois, which resembles this State in having a large proportion of its population concentrated in a large city, has for several years subjected the activities of these agents to rigid supervision by means of high license fees and State inspection; and popular approval of the system was so general that last year, when the courts held a certain clause of the law to be unconstitutional, the Legislature immediately re-enacted the statute without the offending clause, which concerned an unessential feature of the public employment bureaus established by the same law. An incidental advantage of State supervision would be the publication of information concerning the demand for labor, in the various cities of the State, by the State Department of Labor, which would become a central clearing house of information respecting the labor market and conditions of employment. I recommend the enactment of a law similar to the Illinois statute and made applicable to cities of the first and second classes.

SUMMARY OF RECOMMENDATIONS.

I.

The enactment of a law for the supervision of private employment agencies in the larger cities.

II.

The amendment of the monthly payment law so as to require railway companies to pay wages twice a month instead of once a month as at present.

III.

The Department's appropriation should be increased so as to permit the appointment of additional clerks and of the full quota (50) of factory inspectors allowed by law. It is also desirable that the inspectors be classified in two or more grades with varying salaries. The salary of $1,200 now fixed by law is too small compensation for the most capable, experienced and zealous inspectors and has resulted in the resignation of several of the most valued members of the staff. Nor does a uniform salary offer the stimulus to efficient service that would be afforded by the prospect of promotion, which is at present virtually nonexistent.

It is particularly important also that an appropriation be made for special counsel to be assigned to the Department for the conduct of its proceedings against violators of the Factory Law. The deputy inspectors have had no legal training and are at a disadvantage in conducting prosecutions in the courts.

IV.

A revision of the law relating to tenement manufactures so as to substitute for the system of licensing individual apartments, a license for the entire building, as recommended by the First Deputy Commissioner in the report of the Bureau of Factory Inspection.

Part II.

Legislation and Judicial Decisions Affecting the Interests of Working People.

LEGISLATION AND JUDICIAL DECISIONS AFFECTING THE INTERESTS OF WORKING PEOPLE.

By Adna F. Weber.

CHILD LABOR.

In the first report of the Commissioner of Labor (1901) considerable attention was given to the subject of child labor and the defects of the statutes then existing. It was then pointed out (pages 135-141) that while the proportion of child workers in factories was relatively small in New York (the figures of the United States Census of 1900 placing New York below Minnesota and Ohio alone among the 15 leading industrial commonwealths), that proportion had not been diminishing since 1897, and outside of manufacturing establishments there was a very large body of children working in offices, messenger service, tenements, etc., who were inadequately protected by the law. The greatest difficulty confronting the factory inspectors was declared to be the fraudulent employment certificate, procured from the health officer through misrepresentation of the child's age by its parents. An investigating committee of the Assembly in 1895 had proved the existence of an extensive system of evasion of the legal requirements through this connivance of parents and had declared its conviction that "a parent who is willing to permit his child to work in a factory at an age under 14 is ordinarily just as willing to perjure himself as to the age of the child." Amendments to the law were made upon the recommendation of the committee, but they had not sufficed to stop the frauds, and the Commissioner concluded that the only effective remedy was the requirement of a certificate of birth or other documentary evidence of age, based on the public records of births, in place of the parents' affidavit.

A second recommendation was made in favor of a stricter regulation of child labor in dangerous occupations, thus:

> The enforcement of the law prohibiting the employment of children under 16 years of age in the operation of dangerous machinery is naturally attended with considerable difficulty, as it is comparatively easy for an employer to remove a child from a dangerous machine upon the approach of an inspector. Accidents to children under 16 still occur frequently in the machine industries that could not happen if the law were strictly obeyed. An amendment is therefore required which will give the factory inspector similar powers to those exercised under the Ohio and Minnesota laws. As a matter of fact this State already has upon its statute books a law virtually identical with the Ohio and Minne-

sota and very likely the original of both. But it is embodied in the Penal Code, and as no responsible official is charged with its enforcement it has always been virtually neglected. It is there (Penal Code, section 292) made a misdemeanor for any person to employ a child under 16 years "in any practice or exhibition or place dangerous or injurious to its life, limb, health or morals." By inserting this provision in its factory law, Ohio has conferred upon the factory inspector the authority to promulgate rules specifying the occupations and trades in which the employment of children under 16 is prescribed. In the regulation of dangerous or injurious trades New York is behind not only Ohio and Minnesota, but most of Europe as well. The beginning already made by this State should be continued in the exclusion of children under 16 from all dangerous and injurious occupations.

With regard to the multitude of children employed outside of factories, the Commissioner recommended an extension of the law regulating mercantile establishments so as to include messenger and delivery service, etc., and an amendment to the compulsory education law which should require all children to be kept in school up to the age of 14 years. The Superintendent of Public Instruction, in his report for the year ending July 31, 1901, had already urged this change in the following words (page xvii):

Requiring but eighty days attendance of children between 12 and 14 years of age, at the expiration of which parents may take them out and put them to work, not only deprives these children of rights in the enjoyment of which the State should protect them, but brings this law into conflict with the provisions of the Labor Law relating to the employment of children. To say in one law it is illegal to employ a child under 14 years of age and to permit by another law those under 14 to remain away from school for employment is certainly weak legislation. Either one or the other of these laws should be amended so as to bring them into conformity. All will agree, I am sure, that the one to be so amended is the Compulsory Education Law.

In making this recommendation Superintendent Skinner was endorsing the resolutions of the State Association of Superintendents of Education.

The 1901 report was presented to the Legislature March 10, 1902, which was too late in the session for the preparation of bills carrying the necessary amendments. The question, however, was discussed during the year, an organization having in the meantime been formed among eminent citizens who were interested in the prevention of child labor. Their association took the name of the Child Labor Committee, which in December circulated the following petition to the Governor and the Legislature and obtained numerous signatures in the principal cities:

THE NEED OF BETTER CHILD LABOR LAWS.

We, the undersigned, believe that grave defects exist in the present Child Labor and Compulsory Education Law, to the great injury of the rising generation and of society at large. We therefore, respectfully request your consideration of the following statement of these defects with a view to the recommendation of remedial legislation to the coming Legislature.

New York ranks with Massachusetts, Connecticut, Ohio, Indiana, Illinois, Michigan, Minnesota and Wisconsin as one of the States which have for several years forbidden the employment of children under 14 years of age in factories and mercantile establishments.

In this State are, however, by reason of defects in the factory and mercantile law, large numbers of children at work in factories and stores under that age, in spite of faithful work of the inspectors and with no violation of the law on the part of the employers.

In his latest report the Factory Inspector states that the provisions for enforcing the Factory Law are totally inadequate and makes an important recommendation for an improvement in the law; that a change be made in the *system by which certificates of employment are issued* to children. He points out that there is a large number of children at work under the legal age of 14 owing to the impossibility of enforcing the law under the present system.

Other defects are due to the loose phraseology of the law:

1. A provision prohibits the direct employment of children under the age of 14 yet allows them to work for an employer if they are accompanied by a parent or older brother or sister who is paid for the child's work (the child's name not appearing on the payroll).

2. Another provision requires that a child shall have attended a school at which certain subjects are taught but fails to require that the child shall have been taught those subjects.

3. *The Ten Hour Law for children over 14 years of age* is made difficult and almost impossible of enforcement by a clause which allows any day to be lengthened on condition that a shorter day is made of Saturday.

4. *A provision allows vacation work* for children 12 years old. Only with great difficulty can children who work during vacation be taken out of the many factories and stores in which they are widely distributed and returned to school. Vacation work is not permitted in the above named States (Massachusetts, Connecticut, Ohio, Illinois, Michigan, Indiana, Wisconsin and Minnesota). In those States, the vacation is secured for the children for the purpose for which it is established by the education authorities.

5. *The statutory definition* of those occupations which constitute factory or mercantile work has several times been amended, but is still incomplete. Office boys, messenger, delivery and express boys, etc., who have been protected by similar laws in other States do not receive that protection in New York. If in addition to a better definition in the mercantile and factory laws, the statutes were extended so as to deal with street work, *all children working for wages would be protected by the law.* This is most desirable as a re-enforcement of the Compulsory Education Law. A measure for regulating street trades was proposed and powerfully supported under the last administration.

The Compulsory Education Law requires of children 12 years of age merely that they should attend school eighty days. The child labor laws say that the children shall not work until they are 14 years old. This lack of agreement between the two laws is, perhaps, the most serious obstacle to the proper enforcement of either. The inspectors of this and other States are agreed that the enactment and proper enforcement of such a Compulsory Education Law as that now being urged by the Association of Superintendents of Education is at the same time the most important measure for the restriction of child labor.

The Compulsory Education Law is also defective in that it does not compel any child to attend school until he is 8 years of age; in that it makes no provision for the issue by educational authorities of a certificate of ability to read and write before a child goes to work; and in that truants committed to truant schools or other institutions must be discharged without regard to their improvement at the close of their school year.*

*The program of the Child Labor Committee as embodied in the bills introduced at the 1903 session of the Legislature was endorsed by the following named persons:

ALBANY.
Rt. Rev. Wm. C. Doane.
William S. Elmendorf.
George E. Hilton.
Dr. Andrew MacFarlane.
William J. Milne.
John F. Montignani.
William L. Nisscher.
William P. Rudd.
H. M. Schlesinger.
Rev. Max Schlesinger, D.D.
Dr. Henry L. K. Shaw.
Dr. W. O. Stillman.
David A. Thompson.
A. Vander Veer.
William V. Van Rensselaer.
Dr. Samuel B. Ward.

AUBURN.
Thomas Osborne.

BUFFALO.
Rev. Israel Aaron, D.D.
Frederic Almy.
Rev. O. P. Gifford, D.D.
Wm. H. Gratwick.
John G. Milburn.
John B. Olmstead.
John H. Pryor.
Edward R. Rice.
T. Guilford Smith.
Ansley Wilcox.

FREEVILLE.
W. R. George.

ITHACA.
J. G. Schurman.

NEW YORK.
Rev. Lyman Abbott.
Dr. Felix Adler.
John G. Agar.
Samuel P. Avery.
Wm. H. Baldwin, Jr.
A. J. Boulton.
R. R. Bowker.
Arthur Brisbane.
J. C. Brown.
Charles C. Burlingham.
J. H. Canfield.
William G. Choate.
Prof. J. B. Clark.
Wm. N. Cohen.
Ernest H. Crosby.
Jno. S. Crosby.
R. Fulton Cutting.
Edward T. Devine.
George G. DeWitt.
Miss Grace H. Dodge.
N. A. Elsberg.
A. S. Frissell.
Robert M. Gallaway.
Dr. Virgil P. Gibney.
Prof. Franklin Giddings.
Richard W. Gilder.
E. R. L. Gould.
Appleton Grannis.
Rev. Percy S. Grant.
John Henry Hammond.
Abram S. Hewitt.
Gilbert A. Hicks.
Richard Hicks.
James J. Higginson.
Myer S. Isaacs.
Dr. Abraham Jacobi.
Arthur C. James.
D. Willis James.
Mrs. Chas. Russel Lowell.
Jacob W. Mack.
V. Everit Macy.
Wm. H. Maxwell.
Judge Julius M. Mayer.
J. Pierpont Morgan.
Henry Morganthau.
Robert C. Morris.
Thos. M. Mulry.
Mrs. Frederick Nathan.
W. J. O'Brien.
Robert C. Ogden.
Walter H. Page.
John E. Parsons.
George Foster Peabody.
George L. Peabody.
Wheeler H. Peckham.
W. A. Perrine.
John P. Peters.
Eugene A. Philbin.
Right Rev. H. C. Potter.
George Haven Putnam.
James B. Reynolds.
John Harsen Rhoades.
G. S. S. Richards.
Jacob A. Riis.
Dr. Jane E. Robbins.
Dean J. E. Russell.
Jacob H. Schiff.
Carl Schurz.
Gustav H. Schwab.
Prof. E. R. A. Seligman.
Isaac N. Seligman.
Edward M. Shephard.
Rev. Thomas R. Slicer.
Charles Stewart Smith.
James Speyer.
J. G. Phelps Stokes.
Oscar Straus.
James Bishop Thomas.
Samuel Thorne, Jr.
J. Kennedy Tod.
Spencer Trask.
Oswald Garrison Villard.
Arthur von Briesen.

Governor Odell, in his message to the Legislature, January 7, 1903, made the following recommendations on the subject:

"The laws relative to the employment of children are in such an unsatisfactory condition that their enforcement is almost impossible. It is the duty of the State to guard against illiteracy, and the Truant Law, which has this for its object, is made practically inoperative by failure to fully prevent child labor by existing statutes. The law which prohibits the employment of children in factories does not prohibit their employment by such corporations as telegraph and other companies, and I recommend that the present law be so amended as to make effective the statutes regarding the employment of children."

The preparation of bills that would satisfy all interests consumed considerable time and it was not until February 11 that they were introduced in the two houses of the Legislature.* The

John Seely Ward, Jr.
John DeWitt Warner.
R. W. G. Welling.
Henry White.
Mornay Williams.

ROCHESTER.

Joseph T. Alling.
Geo. A. Carnahan.
Charles B. Gilbert.
Rev. Thomas A. Hendrick.
John Hopkins.
Dr. Max Landsberg.
William C. Morey.
Daniel B. Murphy.
Joseph O'Connor.
E. V. Stoddard.

SYRACUSE.

E. G. Adkins.
Francis E. Bacon.
L. S. Chapman.
Chancellor James B. Day.
Dr. H. D. Didama.
W. A. Ellis.
Dr. Henry L. Elsner.
Rev. Adolph Guttman.
Theo. F. Hancock.
F. R. Hazard.
Prof. James H. Hamilton.
Judge Frank Hiscock.
Arria S. Huntington.
Rt. Rev. F. D. Huntington.
Dennis McCarthy.
A. Judd Northrop.
Justin Seubert.

TROY.

Jas. F. Cowes.
J. E. Dauker.
Wm. H. Doughty.
Rev. Henry R. Freeman.
Harvey S. McLeod.
Palmer C. Ricketts.
Dr. T. P. Sawin.
Charles W. Tillinghast.
Hon. Martin I. Townsend.
Thomas Vail.
Seymour Van Santvoord.
Rev. John Walsh.

UTICA.

Dr. W. W. Bellinger.
Rev. Dana W. Bigelow.
William Blaikie.
John E. Brandegee.
Miss I. J. Butcher.
Rev. Edward H. Coley.
Dr. W. E. Ford.
Dr. W. C. Gibson.
Dr. George Griffith.
John F. Hughes.
Edwin J. Kobler.
John W. Manley.
Miss Frances E. Newland.
Judge James H. O'Connor.
Frederick T. Proctor.
Miss Lucy C. Watson.

*The following schedule of bills relating to the employment of children exhibits in a concise form the work of the Legislature on this subject. The text of these nine bills is reprinted in Appendix III of this chapter:

SUBJECT OF BILL.	House.	Introducer.	Int. no.	Printing numbers.	Chapter of session laws.
1. Factory employment	Senate	H. W. Hill	314	355, 538, 625.	
	Assembly	E. R. Finch	531	602, 907, 1069, 1360	Chap. 184.
2. Mercantile employment	Senate	H. W. Hill	315	356, 539, 626, 816, 956, 1079.	Chap. 255.
	Assembly	E. R. Finch	530	601, 904, 1068, 1359.	
3. Penalties	Senate	H. W. Hill	324	365.	
	Assembly	E. R. Finch	620	700, Sen. 1177	Chap. 380.
4. Street trades	Senate	H. W. Hill	316	357, 540, 627, 817.	
	Assembly	G. B. Agnew	526	597, 906, 1115, 1334, 1482	Chap. 151.
5. School attendance	Senate	M. E. Lewis	426	514, 1042, 1119, 1164, A 2107	Chap. 459.
6. Dangerous trades.	Senate	H. W. Hill	336	379.	
	Assembly	T. M. Costello	596	672, 982.	
7. Polishing and buffing	Senate	E. T. Brackett	710	943, 1141	Chap. 561.
	Assembly	W. W. Wemple.	1084	1395.	
8. Actions for injuries	Senate	N. T. Elsberg	79	198, A 1358.	
9. Canning factories.	Assembly	E. Cook	1144	1497, 1932.	

two bills relating to factories and mercantile establishments and the bill amending the Penal Code were drafted by representatives of the Department of Labor and the Child Labor Committee and were favorably reported by the committees of both houses. Slight changes, of form rather than substance, were made in all the bills as may be observed by comparing the original bills (Appendix III) with the statutes (Appendix I); but the only open opposition to them was the objection, made before the Senate committee on the judiciary, to the reduction of working hours for children in stores from 10 to 9 a day. The committee's action in striking out this amendment was not sustained by the Senate, and the three bills became laws (chapters 184, 255 and 380). The Child Labor Committee's street trades bill was passed after extensive amendments, its application having been restricted to news selling, and the age at which boys may become news sellers having been reduced from 12 to 10 years. (Chapter 151.) A fifth bill embodying the amendments to the Compulsory Education Law favored by Superintendent Maxwell of the New York City schools, representing the school superintendents, was introduced later and did not pass until the closing days of the session, when the Governor sent in an emergency message permitting the Legislature to act upon it without observing the constitutional formalities. (Chapter 459.)

A bill had also been introduced which forbade the employment of children under 16 years in dangerous occupations, in accordance with the recommendation of the Commissioner of Labor in his reports for 1901 and 1902. The passage in the 1902 report (p. 16) was as follows:

"The present law prohibiting the employment of children on dangerous machinery is too vague and indefinite for enforcement. Although the inspectors last year issued orders to twenty-one firms to cease such employment of children, there necessarily exists much uncertainty as to what machines are really dangerous within the meaning of the law, and to remove that uncertainty some official should have authority to designate dangerous machines. Last year no fewer than 117 boys and girls under 16 years of age were reported injured in factories, the majority of them on machines. The maiming of mere children is so entirely needless that their employment in connection with dangerous machinery should be effectively stopped. Such a law might also authorize investigation into occupations wherein the use of poisonous substances endangers the health of children; the employment of children in occupations injurious to health being already prohibited by the Penal Code."

The bill passed both houses, but in slightly different form, and its final enactment into law was prevented through an unfortunate attempt to deal with another subject in the same bill, namely, to renumber that one of the two sections 92 of the Labor Law which dealt with metal polishing and buffing. Another bill amending this section had been introduced at the request of metal polishers and their friends feared that should their bill be signed first by the Governor, it might be superseded by bill No. 672.*

Two other bills relating to the employment of children require mention—although neither was enacted into law. Senate bill No. 79 provided that an employer who permitted a minor to work at any employment forbidden by article VI of the Labor Law should be liable for damages in case of injury to such minor—a very commendable provision. But it also provided that "no person of full age who would otherwise be entitled to share in the recovery as next of kin shall share therein if a party to such unlawful employment." It was felt that this proviso might prevent many suits for damages in cases where a child was injured through the employer's negligence, as the parent's tacit consent to his employment would always be assumed. Beyond this, the civil liability of employers for non-observance of the Child Labor Laws had been established in a decision of the Court of Appeals February 24, 1903, in the case of Marino vs. Lehmaier, wherein it was held that section 70 of the Labor Law, prohibiting the employment of a child under the age of 14 years, "in effect declares that a child under that age presumably does not possess the judgment, dis-

*The following memorandum in re Assembly Bill No. 672 relative to the employment of children in dangerous occupations serves to explain its purpose:

(1) The first section makes only changes of form in the existing law; it renumbers the section to avoid duplication and replaces the word "child" by that of "minor" to make it harmonize with the Labor Law which treats employees under sixteen years as children and those under eighteen years of age as minors. In re-enacting the law, no penalty is prescribed, since that is already provided in section 2841 of the Penal Code, and its enforcement of necessity devolves upon the Commissioner of Labor under Article V of the Labor Law and Chapter 9, Laws of 1901.

(2) The first sentence of section 2 is already law (Penal Code, section 292). By enacting it as a part of the Labor Law it is proposed to make it practically enforceable. At present, the absence of a definition of dangerous trades is fatal to its purpose of keeping children out of pursuits that endanger their health or limbs. Even the prohibition (in the last sentence of section 81 of the Labor Law) of the employment of children in the operation of dangerous machines of any kind lacks definiteness. Every employer is entitled to know what machines are "dangerous" in the sense of the law. The Commissioner of Labor might perhaps make rulings which should meet this need, as is done by the Factory Inspector in Ohio, but it seems preferable to confer such definite authority upon that official and then in the interest of wider publicity give to the Governor the power of approval. With respect to occupations that endanger the *health* of child laborers (industries wherein poisonous substances like mercury, phosphorous and white lead are used, or noxious gases are generated, etc.), the proper authority to make the investigation would seem to be the state commissioner of health. Such a law has already been enacted in Massachusetts with respect to acids (Laws of 1901, ch. 164), and it applies not only to children but also to minors (under eighteen years of age). The Massachusetts law makes the determination of the Board of Health *conclusive evidence.*

cretion, care and caution necessary for the engagement in such a dangerous vocation and therefore is not as a matter of law chargeable with contributory negligence or with having assumed the risks of the employment." The fact that the statute provides that a violation of it shall constitute a misdemeanor, and therefore the proprietor of a factory is criminally liable for the employment of children under the prescribed age, does not relieve him from civil liability for injuries sustained by such an employee; and in an action therefor such employment is in and of itself some evidence of negligence in cases where the accident could not have happened but for the employment. (See Appendix II.)

Another bill that failed was one to permit children to work in canning factories during school vacations (Assembly bill No. 1144, Printed No. 1497). At a hearing given by the Assembly committee on labor and industries March 31 there appeared in favor of the bill a member of the legislative committee of the New York State Canned Goods Packers' Association, and against the bill representatives of the Department of Labor, the Child Labor Committee, New York State Workingmen's Federation, social settlements in New York City and others. The manufacturers' representative explained the attitude of the canners in the following words:

"I am in full accord with the general policy as represented by these ladies from New York, and of throwing all reasonable safeguards around those of tender years, but the proposed amendment, with such suggestions as I will offer a little later, is in fact in the interest of those to whom it applies and in the interest of their parents rather than against them. What would apply to the city of New York and to the general manufacturing industries located in that hot and crowded populace would be entirely foreign to the conditions as they exist in the outdoor, cool sheds of a canning factory up here in the country.

"I respectfully ask you to not forget that this employment applies only to vacation times and that the canning of vegetables and fruits is confined substantially to the period between June 20 and September 20; that the general help can only be employed accordingly, and that the time during which such general help can work, even during this period, fluctuates very materially as to the number of days and the hours in the day they can work, the same being controlled entirely, or at least largely, by the weather and crop conditions.

"Especially in these times when a good class of labor, both men and women, is sought after for regular employment the year around, it is not always easy to equip a canning factory with the necessary and competent help, except in cities. A large number of canning factories are located in

rural districts where it is especially difficult, except by importation, and sometimes even then, to secure the requisite amount of help. It is therefore essential that the industry should not only not be discouraged but encouraged by legislative enactment to as great an extent as may be consistent with a due regard for the welfare of children.

"Speaking for the vegetable and fruit canning industries generally, and not for the particular factory with which I am connected, where we have always had plenty of help, it is therefore that I urge the point for your attention that we need for a certain class of work a great many of the boys and girls who are under 14 years of age.

"The amendment is broad enough to allow children under 14 to work in the factory itself. I think it would be quite proper if the amendment applied only to the corn husking and bean sheds and other outside work and not to the factory proper, and that the employment also be confined to piece work. The present amendment contains no minimum age which would be desirable. With these further amendments it seems to me the measure can not well be open to criticism.

"The class of work which the children would so do would be out of doors, not standing up but sitting, and under a sheltering protection from sun and rain, and being entirely piece work they would need to work only such length of time as they would like to. The work is not hard, especially the stringing of beans, and in many cases the mother would be with the child. To many it would be a recreation and they would be much better off than were they in more objectionable places and surrounded as they oftentimes are, by unprofitable environments.

"Their kind of employment very seldom extends into the evening, even if they desire to remain, for the factory has to run several hours after their part of the work has been performed."

The objections to the measure were summarized thus: First, it is class legislation, exempting one class of factories from the provisions of the existing law, when there is no good reason why these should be treated in any way other than factories of a different character; secondly, it is an opening wedge which will be used by all manufacturers who wish to break down the existing factory restrictions; third, it is especially obnoxious in that it places absolutely no lower age limit to the child labor which it legalizes; fourth, it is an industry in which operations are carried on for very excessive hours during the rush season, in spite of the efforts of the factory inspectors to prevent such violations of the law, and if young children are now admitted into such factories they will share in the evil results of such excessive work; finally, it deprives growing children of the opportunity for recreation, which is the main purpose for which the long vacation is given. Vacation work, even by children who had attained the age of 14 years but lacked the educational requirements for regular employ-

ment, had been abolished by the new Child Labor Law on the ground that the vacation was needed for rest from work, whether in school or in factory, and on the additional ground that when a child had once entered a factory on a vacation certificate he seldom returned to school when vacation ended.

The committee reported the bill favorably after amending it to apply to children more than 11 years old and to limit their employment to "sheds and other buildings away from machinery;" but the bill did not progress beyond second reading.

THE NEW LAWS.

Of the five child labor bills enacted into law the most comprehensive of course is the one amending the School Law which applies to all children, all employments and all localities in the State. As amended by chapter 459, the Compulsory Education Law requires children between 8 and 14 (formerly 12) years of age to attend school throughout the school year and absolutely prohibits the employment of any child under the age of 14 "in any business or service whatever, during any part of the term during which the public schools" are in session. Vacation work is entirely prohibited only in such branches of work as are covered by the Factory, Mercantile and Street Trades Laws. The Factory Law has heretofore prohibited the employment of children under 14 years of age *in* factories and the new law (chapter 184) brings within this prohibition children employed "in connection with" a factory, thus including office boys, delivery boys, etc. The Mercantile Law, applying to stores in cities or villages of at least 3,000 population, has heretofore allowed children of the age of 12 years to work in vacations; this law has been amended (chapter 255) to include telegraph and business offices, hotels, restaurants, apartment houses and delivery and messenger service, and to prohibit vacation work to children under 14 years in cities of the first and second classes (New York City, Buffalo, Rochester, Syracuse, Albany and Troy). In other cities and in villages of 3,000 or more inhabitants in this class of employment is allowed in the summer vacation to children 12 years old, while in the smaller villages and in towns no restrictions whatever exist upon the employment of children in stores, offices, hotels, etc., outside of the school term. Finally the new Street Trades Law (chapter

151) aims to regulate certain work of children usually carried on outside of school hours, namely, the selling of newspapers; this law forbids boys under 10 years of age and girls under 16 years to sell newspapers in any street or public place of New York City or Buffalo and requires newsboys between 10 and 14 years of age to obtain a permit and badge before selling papers in those cities.

But the attainment of 14 years of age does not alone suffice to permit children to engage in gainful occupations. The School Law provides, for *all* employments, certain educational requirements for children under 16 years of age, namely a full year's attendance at school in the preceding year and ability to read and write and perform the fundamental operations of arithmetic; while in cities of the first and second classes, boys aged 14-16 years may not be employed unless they have completed the course of the grammar schools, or are attending night schools for that purpose.

The enforcement of these requirements would at first glance appear a very simple matter; but, as a matter of fact, official inspectors have almost universally experienced difficulty in securing compliance with the law. The provisions for employment certificates in the Factory Law and Mercantile Law of this State have become very complex; and yet these provisions have been evaded by the simple device of perjury, committed by parents in swearing to the age of children. A conviction for perjury has been rendered almost impossible by the judicial ruling that the statement of a mother is to be accepted as conclusive evidence of the date of her child's birth. The 1903 bills provide that the officer issuing employment certificates to children 14-16 years old shall have certain discretionary power and shall no longer be bound to accept the parent's affidavit as sole evidence of a child's age. He must examine and approve (1) the school record of each child as furnished by the teacher, (2) a passport or duly attested transcript of the certificate of birth or baptism or other religious record showing the date and place of birth of such child, (3) in case a certified copy of the certificate of birth is not obtainable, the affidavit of the child's parent. The officer must examine the child as to literacy, health, etc., and before issuing the certificate must sign and file "a statement that the child can

read and legibly write simple sentences in the English language and that in his opinion the child is 14 years of age or upwards and has reached the normal development of a child of its age, and is in sound health and is physically able to perform the work which it intends to do."

The amendment to the Penal Code makes it a misdemeanor for any person to make a false statement in relation to an application for an employment certificate. (Chap. 380.)

Aside from these new provisions in the Factory and Mercantile Laws concerning the issuing of employment certificates to children 14-16 years old and the addition of several important branches of trade to mercantile establishments, the most important change in those laws is the reduction of the maximum hours of work for children from ten to nine per day. The sixty-hour week remains for young men between 16 and 18 years of age and all women employees, whom the law permits to work more than ten hours a day for the purpose of working shorter hours on Saturday. But for children under 16 years of age, the new law not only prescribes a 54-hour week (maximum) but also a flat nine-hour day. The main argument for this reduction proceeded from the introduction in the School Law of a requirement of attendance at evening schools on the part of children who had gone into employment before completing their elementary education. Such children, it is held, are physically incapable of accomplishing results in evening schools after working ten or more hours in a gainful occupation and must therefore be protected by the law.

POLISHING AND BUFFING.

Mention has already been made of the passage of a law forbidding the employment of women and minors at polishing or buffing. The arguments in favor of such a prohibition are the dangers to health arising from the penetration of dust and fine particles of metal into the lungs, and in 1899 the Legislature prohibited the employment of the protected classes (boys under 18 years of age and all women) in the operation of any polishing or buffing wheel. This prohibition, however, did not cover all polishing operations, and a bill was therefore introduced which should be more comprehensive. Owing to the opposition of jewelry manufacturers, it was amended so as to apply only to articles made of the baser metals or iridium (used in making gold pens).

PROTECTION OF STREET CAR MOTORMEN.

The suffering caused by the exposure of street car drivers to the rigors of northern winters is so entirely unnecessary that it has long met public condemnation. Street railway systems managed by humane capitalists have voluntarily provided vestibuled cars for use during the winter months, but other capitalists have been so indifferent that an outraged public sentiment has found its voice in statutes requiring street railway companies to furnish protection to their employees from the inclemencies of the weather. Ohio enacted such a law ten years ago and it was duly upheld by the courts. Michigan and other States followed, but until this year nothing was done in New York further than the introduction of bills. In 1903 such bills were very numerous; they applied to New York City, to Queens and Nassau counties, to Westchester county, to the State outside of New York City, to Albany and Rensselaer counties, etc. Several of these bills passed the Senate and awaited final disposition at the hands of the Assembly committee on railroads, which agreed upon two bills that eventually became laws (chapters 325 and 426). Chapter 325 applies to every street railway corporation in the State, outside of Manhattan and Brooklyn boroughs, New York City, and requires the erection of a front on each platform of a street car, leaving the two sides of the platform open. This requirement takes effect December 1, 1904, in respect of cars hereafter built and of inter-urban cars; but only one-third of the cars now operated within city limits need be thus altered before that date, another third prior to December 1, 1905, and the remaining third prior to December 1, 1906.

The people of Albany and Rensselaer counties were not satisfied with this law and in response to their urgent demands another act was passed (chapter 426) which provides that the platforms of street cars operated in those counties shall be enclosed in the front and one side, from December to April, while cars used more than a mile outside the limits of a city must have its platforms completely enclosed. This act goes into effect September 1, 1904.

OTHER LEGISLATION PROTECTING THE HEALTH OF WAGE WORKERS.

The only additional measure enacted in 1903 was a law amending the Tenement House Act. Sixteen bills were introduced at the session of 1903 to amend the act, but the only one reported out of committee was Senate bill 687, which has become chapter 179 of the Laws of 1903. It embodies such amendments to the laws as met the approval of the tenement house commissioner of New York City—principally in the relaxation of the regulations for houses in the open-country districts of the city. As this law is printed by another public officer—the tenement house commissioner of New York City—it is deemed unnecessary to reprint it in this report.

A bill requiring all tenement-made goods to be labeled is reprinted in Appendix III (No. 14) in both its original and amended form.

Several bills regulating hours of labor were introduced but none became law with the exception of that permitting the establishment of the two platoon system in the Buffalo fire department. The bill providing for a 56 instead of a 60 hour week for women and children employed in factories was not reported from the committee of either house, although it was one of the preferred measures of the State Workingmen's Federation (Exhibit No. 10 in Appendix III). A bill establishing a maximum 60-hour week in oil refineries likewise made no progress. A bill to secure Sunday rest for bootblacks (Exhibit No. 12) passed the Assembly. Two bills amending the butchers' Sunday Closing Law were introduced (Exhibit No. 13); Mr. Finch's bill permitting prepared meats, fish, etc., to be sold between the hours of 5 and 8 o'clock in the evening, and butter, milk and ice to be delivered up to 10 o'clock in the morning, passed the Assembly and was on general orders in the Senate. Mr. Cohn's bill allowing meats to be sold in New York City until 10 a. m. Sundays was opposed by the employees and recommitted. Mr. Leggett's bill (Int. No. 15) to amend the Sunday Barbering Law (L. 1895, ch. 823) so as to except Niagara Falls from its provisions progressed only as far as the third reading in the Assembly.

The most important measures concerning the hours of labor, other than those affecting women and children, related to the

employees of public authorities or persons contracting with those authorities to carry out public work. As noted below under the heading Public Employment, the Legislature passed a concurrent resolution to submit to the people in 1905 a constitutional amendment empowering the Legislature to regulate the conditions of labor on all public work.

PROVISION AGAINST ACCIDENTS.

No new law on this subject was enacted in 1903, although one bill passed both houses and was vetoed by the Governor. This was Assembly bill No. 2072 (Exhibit 15, Appendix III) which required certain safeguards about elevators in factories and stores. The objection to the bill was that probably only one or two patented devices would satisfy the particular requirements. A bill to require builders of bridges and high buildings to provide life nets for the protection of the workers (housesmiths or structural iron workers) passed the Assembly (Exhibit 16). A bill was introduced to prescribe the number of persons in a crew of a freight train and several to require the employment of two firemen in the new type of locomotive in which the fireman no longer occupies the same cab with the engineer and hence can not take control of the engine in case the engineer is suddenly taken ill or injured. Other bills, not printed in Appendix III, dealt with the elevated railway engines and another related to the equipment of street cars with brakes.

Numerous actions for the recovery of damages for personal injury have been brought by workmen under the Employers' Liability Law enacted in 1902. As this act requires notice of accident and of intention to sue to be given by the workman to the employer as a condition of recovery, the question early arose as to whether such notice was required in every suit for negligence or only in those suits specifically brought under the statute. The Appellate Division of the Supreme Court, in the First Department, has held unanimously (Gmaehle *v.* Rosenberg, 83 App. Div. 339) that the act of 1902 supersedes the common law rules and that the requirement of notice accordingly applies to all negligence suits begun by employees. But the Appellate Division, in the Second Department, has united in a decision of precisely opposite tenor, holding that the statute is merely an extension of

the common law and that no notice is required unless the plaintiff seeks to enforce a cause of action which did not exist at common law and was conferred by the statute (Rosin *v.* Lidgerwood, 89 App. Div. 245).*

In January, 1903, the Appellate Division, in the Fourth Department, held that a certain industrial school being a charitable and benevolent institution was not liable for the negligence of employees resulting in injury to an inmate. A boy 15 years old had been committed to St. Vincent's Industrial School of Utica, in August, 1900, after conviction of the crime of larceny. A month later he was injured while operating a laundry mangle and in February, 1902, obtained a verdict of $1,000 damages, which was unanimously reversed by the Appellate Division, holding as above noted that the school, as a charitable and benevolent institution, was not liable for the negligent acts of its employees or agents in failing to instruct the boy about the operation of the machinery or to warn him of its dangers (79 App. Div. 334). In January, 1904, this decision was affirmed by the Court of Appeals (177 N. Y. Rep. 16).

A case in which the Court of Appeals ruled that the employment of a child under the legal age of employment might in itself be some evidence of negligence has already been cited in the discussion of child labor.

The movement to make the industry, rather than the individual, bear the pecuniary responsibility of deaths and injuries makes slow but steady progress in this country. In Europe it has been nearly completed by the adhesion of all the principal industrial nations, Belgium and Russia having within the last few months enacted such laws. In Massachusetts the special committee on the Relations between Employer and Employee, which has just made its report to the Legislature, has recommended and framed a workmen's compensation bill on the lines of the English act. Maryland in 1902 took a step forward in the direction of European legislation by abolishing the defense of co-employment and contributory negligence in certain industries, but permitting the employer to relieve himself of the additional liability by depositing funds with the State insurance commissioner to indemnify all

*As this is in the press the Court of Appeals has rendered a decision sustaining the second ruling and reversing Gmaehle *v.* Rosenberg.

injured employees. A bill on the model of the Maryland law was introduced at the recent legislative session (Exhibit 20, Appendix III).

There was also introduced a bill to amend the Code of Civil Procedure in respect of actions to recover damages for deaths caused by negligence (Assembly bill No. 624, Int. No. 553). The bill aimed to abolish the defense of contributory negligence in case no witnesses were present. "If it is alleged in the complaint that decedent's death occurred without contributory negligence on his part, and it appears at the trial that there was no witness of the accident occasioning the death of the decedent, it shall be presumed that the accident happened and death resulted without contributory negligence on his part."

LICENSING TRADES.

The measures thus far discussed have primarily concerned the health and safety of employees. Measures providing for the licensing of trades are designed primarily in the interest of the public health and safety. On this ground the courts have within the past year sustained the constitutionality of the law requiring the registration of plumbers in New York City.* The so-called "right to work" has been restricted by scores of legal enactments which deny the individual the right to work when, where and how he pleases. At the present time the asserted constitutional right of a citizen to dispose of his labor and property as he deems best is denied to him who would be a lawyer, physician, dentist, pharmacist, embalmer, veterinarian, public accountant, horseshoer, master plumber, stationary engineer or fireman, and he can exercise such occupation only on the condition that he passes a satisfactory examination and secures a license from the public authorities. This year two additional callings have been put under public supervision—that of a registered nurse and that of a barber. The regents of the State University are to have

*Chapter 803 of the Laws of 1896 which provides that "it shall not be lawful for any person or co-partnership to engage in, or carry on the trade, business or calling of employee or master plumber in the city of New York, unless the name and address of such person and of each and every member of such co-partnership shall have been registered" and which requires each master plumber to hold a certificate of competency from the examining board of plumbers of the city is in the nature of a police regulation for the protection of the public health and is constitutional.—Schnaier *v.* Navarre Hotel and Importation Company, 82 App. Div. 25.

charge of the registration of nurses and appoint a State board of five examiners from a list of ten members of the New York State Nurses' Association nominated by the association (chapter 293).

The barbers' act (chapter 632) establishes a State board of examiners, consisting of two master barbers and two journeymen barbers, which has power to appoint sub-examining boards in villages and cities. No person is to practice the occupation of a barber without a certificate of qualification from the board of examiners; but persons who are now barbers of at least three years' experience are to receive such certificate, on the payment of a fee of one dollar, without examination. The board of examiners has the power to revoke a license or certificate, after a hearing, for conviction for felony, habitual drunkenness, gross incompetency, the use of unclean towels, cup, or other unclean utensils that are liable to spread infectious diseases. When any member of the State or local boards of examiners discovers a barber shop in an unsanitary condition, the State Board is empowered to call upon the State or local board of health to declare such shop a public nuisance. The expenses of the boards are to be defrayed out of the moneys received as fees for certificates and examinations. The bill as introduced (see Appendix III, Exhibit 21) contained a section providing for 50 inspectors at $3 per diem of service and expenses, but this was eliminated.

Appendix III also contains a copy of a bill to regulate the operation of elevators in New York City and license elevator conductors. Bills to license blasters in New York City and steam and hot water fitters in cities of 25,000 or more population were also introduced, but are not reprinted here as being matters of special rather than general interest.

LEGAL RIGHTS AND PRIVILEGES OF WORKING PEOPLE.

It has been the established policy of government to protect the wages of working people even to the extent of restricting the freedom of contract between employer and employee. In New York there is a law requiring corporations to pay wages in cash and at weekly intervals, with the exception that railways need pay only once a month. For several years railway employees have been endeavoring to secure more frequent pay-days, and in

Appendix III (Exhibit 24) there is printed one of the semi-monthly payment bills.

Another bill reprinted requires employers to pay interest at 6 per centum on all moneys exacted from employees as cash security for the faithful performance of duties (No. 25).

ASSIGNMENT OF WAGES.

Long before the modern labor problem came into being governments had found it necessary to restrict the freedom of money lenders to do as they pleased with their money; usury laws making it a crime for money lenders to ask more than a prescribed rate of interest. A wage-earning class having no other resource than its wages is especially helpless when illness or other misfortune imposes the necessity of borrowing. The government of this State has extended the protection of the law against the class of small capitalists who loan money on goods deposited as security (pawnbrokers), but has not as yet afforded wage-earners protection against persons who loan money on the pledge of future wages and charge such exorbitant rates that the business has become known as "Shylocking." Publicity is the usual remedy proposed for this sort of business. A bill which passed the Assembly in 1903 but did not go beyond general orders in Senate required all persons engaged in this business to file with the county clerk a monthly statement showing the amount of money loaned, the name of each borrower and the interest charged on each loan (Assembly bill 1928). Another bill (No. 2102) provided for the licensing of persons in this business, the deposit of $200 as security and the payment of an annual license fee of $100, at the same time limiting the interest charge to 5 per cent (Exhibit 26 of Appendix III).

AGAINST ABUSES IN THE INSTALMENT BUSINESS.

Another measure for the protection of the poor is chapter 156, for the prevention of abuses in the instalment business. In the past few years there has been developed among the poorest and most ignorant classes of immigrants on the East Side of New York City, a wasteful system of credit in the sale of cheap jewelry and other articles of personal adornment or household decoration. Peddlers have sold these articles on the instalment plan

and have used the power thereby obtained over purchasers to extort considerable amounts of money. Under the law of this State the ownership of an article sold on the instalment plan inheres in the seller, who can cause the arrest of a buyer upon the latter's defaulting in his payments. We read, for example, of "one man who having paid $11.50 in instalments upon a $12.50 suit of clothes, was arrested for the balance of $1, and when dismissed by the court, immediately arrested again on a claim for costs amounting to $17.50, taken to jail and released only by the action of the Legal Aid Society." Relying upon the laws which technically allow instalment debtors to be imprisoned for a term not to exceed three months and acting with the connivance of certain city marshals, instalment dealers of the lowest type were able so to work upon the fears of ignorant foreigners as to plunder mercilessly such of them as could be induced to buy small articles on credit. For several years the Ludlow street jail has been virtually a debtors' prison; thus it is said of 561 persons lodged in jail on body executions in 1901, 452 were instalment cases; and in the preceding year 594 out of 697 body executions were instalment cases of a comparatively few dealers. In 1900 and 1901 83 per cent of the body executions in New York county were instalment cases. These cases of arrest sprang almost entirely from suits involving small amounts of money—frequently no more than $5. The investigator who ascertained these facts found that 45.5 per cent of all the above-mentioned cases were for debts of less than $25 and only 8.6 per cent involved more than $75. Hence the obvious remedy was to forbid the issuance of body executions in cases that involved these small amounts. This has been done by amending sections 56 and 140 of the Municipal Code to prohibit the issuance of body executions in instalment cases where the debt contracted or the obligation incurred amounts to less than $100.*

There was also a bill (Assembly bill 113, introduced by Mr. Ulmann) requiring persons who sell goods on the instalment plan to take out a license from the State Comptroller, pay a license fee and execute a bond in the sum of $5,000. This measure, however, was not enacted.

*Held to be constitutional by Justice Blanchard of the Supreme Court in People ex rel. Arena *v.* Warden, even as applied to judgments secured before the enactment of the law.

ATTACHMENT OF WAGES.

The State of New York until this year has not allowed earnings for personal service to be attached by garnishment or trustee process, whereby the creditor of a wage-earner is enabled to collect a debt by intercepting wages in the hands of the employer as they become due. The process has so often been the cloak of oppression that the introduction of a garnishment bill met with vigorous opposition not only from wage-earners, but also from large employers, who by force of the law become collecting agents, and even from the Bar Association of New York, which protested that "as a practical result the measure would be used as a means of oppression, since the mere presentation of an execution to the employer of the judgment debtor would in a large majority of cases be followed by his immediate discharge." Although the bill was supported by representatives of retail tradesmen it would probably have failed as it did last year had not its friends consented to a compromise. In its original form the bill provided that the wages of a workingman earning more than $12 a week might be garnished for a debt created by him in the purchase of the necessaries of life, but it was amended to apply only to persons whose income exceeded $20 a week—thereby exempting the great mass of wage-earners, who the merchants say, are generally honest. They desired to reach persons "who recklessly live beyond their means, after succeeding in establishing a credit, and thereby force many small merchants into bankruptcy because of the nonpayment of accounts; extravagant men with good salaries who can pay but won't." To reach this class the law provides that when sufficient property not exempt by law from execution can not be found in the possession of a man against whom a creditor has secured judgment for necessaries of life purchased, to satisfy the debt, the judgment at the discretion of the court may be made a lien and continuing levy of 10 per cent upon the wages, debt, earnings, salary, profits or income from trust funds due the debtor, provided such wages, etc., exceed $20 a week. Thus, upon judgment duly obtained, the employer of a man earning $25 a week would be required to deduct $2.50 each week from the wages due such employee and pay same to an officer acting for the latter's creditor until the debt is entirely discharged. Should the employer fail thus to seize the wages, the creditor may obtain

judgment against him and apply it toward the payment of the debt. Not more than one judgment may be issued at one time against a debtor, and the latter may apply to the court at any time for a modification of the judgment. This act took effect September 1, 1903.

BAIL FOR CERTAIN RAILWAY EMPLOYEES.

Appendix I also contains the text of an act amending the Railroad Law so as to require an employee arrested in connection with an accident to be taken immediately before a magistrate, if one is accessible, and otherwise before a captain or sergeant of police in charge of a police station in such city, and be given an opportunity to be admitted to bail. The amount shall be fixed at not exceeding $1,000, and the undertaking shall provide for appearance before the magistrate, coroner, or other officer who, except for this section, would be authorized to take such bail. Such officer may, however, in his discretion, instead of exacting bail, release such employee on his own recognizance. (Chapter 614.)

INDUSTRIAL CONTROVERSIES.

The following recommendations respecting legislation on the subject of trade relations were made by Governor Odell in his message to the Legislature January 7, 1903:

"The relations between capital and labor should always be harmonious. Each is dependent upon the other, and without a due regard for the rights of both there is a certainty of friction, which leads to misunderstandings and to demands which are not justified. It has been the aim of the State through legislation to extend privileges to both capital and labor, to encourage manufacturing industries and to offer inducements for their location within the commonwealth, thus affording certainty of employment for those who labor. Competition has made necessary the grouping together of industries, and the progress of our country and the increase in our prosperity have been natural sequences of this condition. Labor has met this by combinations or unions, so that we have not only combinations of capital, but combinations of labor to deal with as well. Under our system of government both are entitled to equal protection, and from both should be exacted the same respect for law and authority. Arbitration between conflicting interests has been resorted to whenever possible by the labor department of our State, and so successful have been these efforts that we have had but little disturbance during the past year between these great interests.

"I believe that wherever the necessaries of life are involved in dispute between employer and employee, that power should be conferred upon those affected to apply to the courts for relief, and that no power should

be possessed by either capital or labor to deprive the people of that which is necessary for their welfare, but that ample authority should be lodged in the judiciary to properly enforce its mandates and that such disputes whenever they arise should not be permitted to interfere with those rights which are paramount and necessary for the well-being of the people. Proper legislation, therefore, should be accorded for this arbitration either by amendment or by the enactment of new legislation.

"The strike upon the Hudson Valley Electric Railroad, necessitating the ordering into service of the National Guard, developed a condition, through the expulsion of a member of the guard from a labor union, which is prejudicial to the best interests of the State. Under the Constitution every citizen is liable to military duty. Under our law we have provided for voluntary enlistment in the National Guard, giving in return certain rights and privileges for the service thus rendered. The stability of our government depends upon prompt obedience to and the proper enforcement of our laws, and whatever tends to break down the safeguard of the judiciary and make inoperative the orders of the court is detrimental to the public policy, and is a clear defiance of law and authority. There have been instances in the State where employers have discharged employees because of their connection with the National Guard, notably in the case resulting from the Brooklyn railroad strike. Certain labor unions now deny their privileges because of membership in the National Guard. This is a blow at constitutional government. The law at present is inadequate to meet this condition, and it should be your duty to correct it by amendment. I believe whatever tends to lessen the patriotism of our people is out of harmony with republican government, and I commend this subject to your consideration with the recommendation that such offenses be made misdemeanors and that adequate punishment be provided therefor."

A bill providing for the adjustment of disputes between public service corporations and their employees was introduced by Senator Lewis. The judiciary committee gave a hearing on the bill but did not report it.*

The Governor's recommendation regarding the discrimination against militia men was carried out in the Hughes bill (Exhibit 27, Appendix), which was amended and substantially rewritten in the course of its enactment into chapter 349 (Appendix I). In its final form it imposes a penalty upon persons or organizations that discriminate against any member of the national guard. The law proposes to protect national guardsmen from disadvantage in their means of livelihood but not to give them any preference or advantage on account of their membership. It makes it a misdemeanor to interfere in any way with the employment of a person who is a member of the national guard on account of such

*For the text of the bill and Senator Lewis's explanation of its purpose, see the current report of the Bureau of Mediation and Arbitration.

membership or to dissuade a person from enlisting by threat of injury with reference to his employment, trade or business. The law especially forbids any trade organization from passing any resolution or by-law discriminating in the matter of membership against any member of the national guard.

Section 58 of the Railroad Law now permits the Governor, under certain conditions, to appoint railway conductors special policemen. A bill was introduced to comprehend in this authorization conductors and motormen of street cars, but the proposal was opposed by organized labor. The bill was accordingly amended (see Exhibit 28, Appendix III) to apply only to employees of at least 30 days' standing and on third reading in the Assembly at first failed to receive the requisite majority (76 votes) and was subsequently voted down.

Exhibit 29 contains the anti-injunction bill promoted by the State Workingmen's Federation. Its intent is to require courts to give notice to strikers before issuing an injunction. The bill was not reported in either house and a motion to discharge the committee in the Assembly was lost.

Of the numerous injunctions issued by the courts in the course of strikes and lockouts, only one is printed in Appendix II and this is reproduced because it is distinguished in principle from the case of National Protective Association *v.* Cumming, in which the Court of Appeals last year affirmed the right of workingmen to strike not only to win better wages or shorter hours but also in defense of their union, which the court recognized as the protector and guardian of fair wages and reasonable hours of work. In the case of Beattie *v.* Callanan (Appendix II), the Appellate Division did not regard the Cumming decision as controlling, and issued an "injunction against a labor organization, and its officers, to prevent interference with the plaintiff's business by inducing parties under contract with him to break the same through threats of ordering or inducing their employees to strike, it appearing that the reasons for the hostile course against the plaintiff were that he refused to recognize the association in a formal way and had offered an alleged affront to its walking delegate."

The same court (Appellate Division, First Department) granted an injunction against the journeymen horseshoers of New York City on the ground that they had resorted to physical force in

their disputes with the Master Horseshoers' Association. The terms of this restraining order are quoted in the article describing the dispute, in the report of the Bureau of Mediation and Arbitration.

In Rochester the wood workers and the machinists and in Syracuse the iron molders have been having prolonged contests in the courts with one or more employers, which are still in progress. Injunctions have also been granted by the courts in labor disputes in Buffalo (blast furnace workers), Elmira (iron workers), Geneva (stove workers), Watertown (paper makers) and elsewhere. No novel principles were announciated in these decisions which are not therefore reprinted.

PUBLIC EMPLOYMENT.

The fact that the government is already the largest employer of labor may have been overlooked by economists but has not escaped the attention of the employees themselves. At every session of the Legislature there appear numerous bills relating to the compensation, working hours, pension funds, etc., of policemen, firemen, street cleaners and other municipal employees, and such bills receive favorable consideration not only on their own merits but also because the belief is general that the State should be a model employer and thereby exert its great influence over private employment in the direction of improved conditions. As respects its own employees, there has been little or no complaint concerning the standard established by the State, but the endeavor to establish similar standards for workmen employed by contractors on behalf of the State has met with considerable difficulties. As long ago as 1870, the Legislature prescribed the eight-hour day for laborers employed directly or indirectly on public work, but it was never effective as respects work done by contract until the amendments of 1899, which prohibited overtime agreements. Contractors thereupon carried the contest into the courts and in 1901 obtained a decision from the Court of Appeals holding the prevailing rate of wages clause unconstitutional. The principles upon which the decision was based seemed to indicate that the entire law would share the same fate and were, in fact, so applied by several county courts. The law, moreover, became of doubtful advantage when once contractors were per-

mitted to reduce wages at pleasure. The only remedy was seen to be a constitutional amendment explicitly conferring upon the Legislature power to prescribe the conditions of labor on public work let out on contract. Such amendments have already been adopted in several of the western States. A resolution to submit to the electorate an amendment to article 12 of the Constitution which will allow the Legislature to regulate the hours, wages and other conditions of labor of persons employed by the State, counties, cities, towns and villages, or by contractors or subcontractors performing labor or service for the State or any of its civil divisions, passed both houses in 1902 and again in 1903 (Appendix I), and will be voted upon by the people in 1905. Since its passage the Court of Appeals has declared the penalty prescribed in the Penal Code for the violation of the Eight-hour Law by contractors on public works to be unconstitutional, but the United States Supreme Court has sustained the validity of the Kansas Eight-hour Law. Both decisions are printed in Appendix II.

Several bills were introduced aiming to extend the Eight-hour Law to *mechanics* employed in State institutions, all employees of which are at present excepted (Senator McEwan's bill No. 699, printed No. 932; Assemblyman Grattan's bill No. 1082, printed No. 1393; Assemblyman Moran's bills Nos. 310 and 546). None of these bills left the committee to which they were referred. The same applies to Assembly bill No. 302 (printed No. 305), of Mr. Fitzpatrick, requiring every naturalized citizen to file his naturalization papers with a public official as a condition precedent to his employment on public work (Exhibit 30, Appendix III), and one or two other bills. On the other hand a preferred measure of the State Workingmen's Federation requiring separate contracts to be let for the various branches of work (construction, plumbing, heating, electrical work, painting and decorating) so as to permit individual bidding went as far as the third reading (Exhibit 33a and 33b, Appendix III).

The shorter hour movement among city firemen takes the form of a two-platoon system. Several bills providing for the establishment of this system in New York and Buffalo were introduced (Exhibits 35 and 36). One applying to Buffalo became a law after it had been amended so as to make it permissive rather

than mandatory (chapter 243, Appendix I). The bill applying to New York City was not so amended and was vetoed by the mayor, who likewise vetoed the bill (Assembly bill No. 986) transferring stokers, engineers and pilots of fire boats to the uniformed force. The policemen of New York City sought to secure an eight-hour day through the establishment of the three-platoon system. Bills of this character passed each house separately (Exhibit 37) and a similar provision was introduced in the police department bill accepted by both houses. This bill, however, was vetoed by the mayor.

None of the bills providing for overtime and Sunday pay for street cleaners in New York City became law.

FACTORY INSPECTION.

Exhibits 38–43 of Appendix III consist of certain bills relating to the work of inspection of the Department of Labor, none of which were enacted into law. The first of these was designed to meet the ruling of the county court of Monroe county that by the second class cities' charter offenses against the Factory Law were removed from the jurisdiction of police courts (see opinion of Judge Sutherland in Appendix II). The bill to grade the deputy factory inspectors carried out the recommendations of the Department and the bill permitting the destruction of data no longer valuable was needed to relieve the Department of an accumulation of material for which it has insufficient storage room.

Appendix II contains the text of judicial decisions (and opinions of the Attorney-General) concerning the administration of the Factory Law. It has been held that the municipal bureau of buildings and not the State Factory Inspector has jurisdiction over the erection of fire-escapes in New York City. As to the responsibility of agents or employees of a proprietor of a bakery, the Attorney-General rules that they are to be held liable for non-compliance with the orders of the Factory Inspector.

APPENDIX I.

STATUTES OF 1903 AFFECTING THE INTERESTS OF WAGE-EARNERS.

RESTRICTING AND REGULATING CHILD LABOR.

1. COMPULSORY EDUCATION.

CHAPTER 459.

AN ACT to amend title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four, known as the consolidated school law.

Became a law, May 7, 1903, with the approval of the Governor. Passed, a majority being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 2. **Definitions.**—When used in this act, the term school authorities means the trustees, or board of education, or corresponding officers, whether one or more, and by whatever name known, of a city, union free school district, common school district, or school district created by special law; the term persons in parental relation to a child, includes the parents, guardians or other persons, whether one or more, lawfully having the care, custody or control of such child. A child under sixteen years of age, required by the persons in parental relation to such a child to attend upon lawful instruction at a school or elsewhere, upon which such child is entitled to attend, is lawfully required to attend such school. A child between eight and sixteen years of age, who is required by law to attend upon instruction, and is required by the persons in parental relation to such child to attend upon lawful instruction at school or elsewhere upon which such child is entitled to attend, is lawfully required to attend upon such instruction, and if not required by the person in parental relation to such child to attend upon any instruction, is lawfully required to attend a public school.

§ 2. Section three of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 3. **Required attendance upon instruction.**—Every child between eight and sixteen years of age, in proper physical and mental condition to attend school, shall regularly attend upon instruction at a school in which at least six common school branches of reading, spelling, writing, arithmetic, English grammar and geography are taught, or upon equivalent instruction by a competent teacher elsewhere than at a school, as follows. Every such child between fourteen and sixteen years of age, not regularly and lawfully engaged in any useful employment or service, and every such

child between eight and fourteen years of age, shall so attend upon instruction as many days annually, during the period between the first days of October and the following June, as the public school of the district or city in which such child resides shall be in session during the same period. Every boy between fourteen and sixteen years of age, who is engaged in any useful employment or service in a city of the first class or a city of the second class and who has not completed such course of study as is required for graduation from the elementary public schools of such city, and who does not hold either a certificate of graduation from the public elementary school or the preacademic certificate issued by the regents of the university of the state of New York or the certificate of the completion of an elementary school issued by the department of public instruction, shall attend the public evening schools of such city, or other evening schools offering an equivalent course of instruction, for not less than six hours each week for a period of not less than sixteen weeks in each school year or calendar year. If any such child shall so attend upon the instruction elsewhere than at a public school, such instruction shall be at least substantially equivalent to the instruction given to children of like age at the public school of the city or district in which such child resides; and such attendance shall be for at least as many hours of each day thereof as are required of children of like age at public schools; and no greater total amount of holidays and vacations shall be deducted from such attendance during the period such attendance is required than is allowed in such public school to children of like age. Occasional absences from such attendance, not amounting to irregular attendance in the fair meaning of the term, shall be allowed upon such excuses only as would be allowed in like cases by the general rules and practice of such public school.

§ 3. Section four of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 4. **Duties of persons in parental relation to children.**—Every person in parental relation to a child between eight and sixteen years of age, in proper physical and mental condition to attend school, shall cause such child to so attend upon instruction, or shall present to the school authorities of his city or district proof by affidavit that he is unable to compel such child to so attend. A violation of this section shall be a misdemeanor, punishable for the first offense by a fine not exceeding five dollars, and for each subsequent offense by a fine not exceeding fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment. Courts of special sessions and police magistrates shall, subject to removal as provided in sections fifty-seven and fifty-eight of the code of criminal procedure, have exclusive jurisdiction in the first instance to hear, try and determine charges of violations of this section within their respective jurisdictions.

§ 4. Section five of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 5. **Persons employing children unlawfully to be fined.**—It shall be unlawful for any person, firm or corporation to employ any child under

fourteen years of age, in any business or service whatever, during any part of the term during which the public schools of the district in which the child resides are in session; or to employ any child between fourteen and sixteen years of age who does not, at the time of such employment, present a certificate signed by the superintendent of schools or by the principal or the principal teacher of the city or district in which the child resides or by the principal or the principal teacher of the school where the child has attended or is attending, or by such other officer as the school authorities may designate, certifying that such child during the school year next preceding his application for such certificate, has attended for not less than one hundred and thirty days the public schools, or schools having an elementary course equivalent thereto, in such city or district and that such child can read and write easy English prose and is familiar with the fundamental operations of arithmetic; or to employ, in a city of the first class or a city of the second class, any child between fourteen and sixteen years of age who has not completed such course of study as the public elementary schools of such city require for graduation from such schools and who does not hold either a certificate of graduation from the public elementary school or the pre-academic certificate issued by the regents of the university of the state of New York or the certificate of the completion of an elementary school issued by the department of public instruction, unless the employer of such child, if a boy, shall keep and shall display in the place where such child is employed and shall show whenever so requested by any attendance officer, factory inspector, or representative of the police department, a certificate signed by the school authorities or such school officers in said city as said school authorities shall designate, which school authorities, or officers designated by them, are hereby required to issue such certificates to those entitled to them not less frequently than once in each month during said evening school is in session and at the close of the session of said evening school, stating that said child has been in attendance upon said evening school for not less than six hours each week for such number of weeks as will, when taken in connection with the number of weeks such evening school will be in session during the remainder of the current or calendar year, make up a total attendance on the part of said child in said evening school of not less than six hours per week for a period of not less than sixteen weeks, and any person who shall employ any child contrary to the provisions of this section or who shall fail to keep and display certificates as to the attendance of employes in evening schools when such attendance is required by law shall, for each offense, forfeit and pay to the treasurer of the city or village, or to the supervisor of the town in which such child resides, a penalty of fifty dollars, the same, when paid, to be added to the public school moneys of the city, village or district in which such child resides.

§ 5. Section six of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 6. **Teachers' records of attendance.**—An accurate record of the attendance of all children between eight and sixteen years of age shall be kept by the teacher of every school, showing each day by the year,

month, day of the month and day of the week, such attendance, and the number of hours in each day thereof; and each teacher upon whose instruction any such child shall attend elsewhere than at school, shall keep a like record of such attendance. Such records shall, at all times, be open to the attendance officers or other persons duly authorized by the school authorities of the city or district, who may inspect or copy the same; and every such teacher shall fully answer all inquiries lawfully made by such authorities, inspectors or other persons, and a willful neglect or refusal so to answer any such inquiry shall be a misdemeanor.

§ 6. Section seven of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 7. **Attendance officers.**—The school authorities of each city, union free school district, or common school district whose limits include in whole or in part an incorporated village, shall appoint and may remove at pleasure one or more attendance officers of such city or district, and shall fix their compensation and may prescribe their duties not inconsistent with this act, and make rules and regulations for the performance thereof; and the superintendent of schools shall supervise the enforcement of this act within such city or school district; and the town board of each town shall appoint one or more attendance officers, whose jurisdiction shall extend over all school districts in said town, and which are not by this section otherwise provided for, and shall fix their compensation, which shall be a town charge; and such attendance officers, appointed by said board, shall be removable at the pleasure of the school commissioner in whose commissioner's district such town is situated.

§ 7. Section eight of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 8. **Arrest of truants.**—The attendance officers may arrest without warrant any child between eight and sixteen years of age, found away from its home, and who then is a truant from instruction, upon which he is lawfully required to attend within the city or district of such attendance officer. He shall forthwith deliver a child so arrested either to the custody of a person in parental relation to the child, or of a teacher from whom such child is then a truant, or, in case of habitual and incorrigible truants, shall bring them before a police magistrate for commitment by him to a truant school as provided for in the next section. The attendance officer shall promptly report such arrest, and the disposition made by him of such child, to the school authorities of the said city, village or district where such child is lawfully required to attend upon instruction, or to such person as they may direct.

§ 8. Section nine of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-four is hereby amended to read as follows:

§ 9. **Truant schools.**—The school authorities of any city or school district may establish schools, or set apart separate rooms in public school buildings, for children between eight and sixteen years of age, who are habitual truants from instruction upon which they are lawfully required to attend, or who are insubordinate or disorderly during their attendance upon such instruction, or irregular in such attendance. Such school or

room shall be known as a truant school; but no person convicted of crimes or misdemeanors, other than truancy, shall be committed thereto. Such authorities may provide for the confinement, maintenance and instruction of such children in such schools; and they, or the superintendent of schools in any city or school district, may, after reasonable notice to such child and the persons in parental relation to such child, and an opportunity for them to be heard, and with the consent in writing of the persons in parental relation to such child, order such child to attend such school, or to be confined and maintained therein under such rules and regulations as such authorities may prescribe, for a period not exceeding two years; but in no case shall a child be so confined after he is sixteen years of age. Such authorities may order such a child to be confined and maintained during such period in any private school, orphans' home or similar institution controlled by persons of the same religious faith as the persons in parental relation to such child, and which is willing and able to receive, confine and maintain such child, upon such terms as to compensation as may be agreed upon between such authorities and such private school, orphans' home or similar institution. If the persons in parental relation to such child shall not consent to either such order, such conduct of the child shall be deemed disorderly conduct, and the child may be proceeded against as a disorderly person, and upon conviction thereof, if the child was lawfully required to attend a public school, the child shall be sentenced to be confined and maintained in such truant school for a period not exceeding two years; or if such child was lawfully required to attend upon instruction otherwise than at a public school, the child may be sentenced to be confined and maintained for a period not exceeding two years in such private school, orphans' home or other similar institution, if there be one, controlled by persons of the same religious faith as the persons in parental relation to such child, which is willing and able to receive, confine and maintain such child for a reasonable compensation. Such confinement shall be conducted with a view to the improvement and to the restoration, as soon as practicable, of such child to the institution elsewhere, upon which he may be lawfully required to attend. The authorities committing any such child, and in cities and villages the superintendent of schools therein, shall have authority, in their discretion, to parole at any time any truant so committed by them. Every child suspended from attendance upon instruction by the authorities in charge of furnishing such instruction, for more than one week, shall be required to attend such truant school during the period of such suspension. The school authorities of any city or school district, not having a truant school, may contract with any other city or district having a truant school, for the confinement, maintenance and instruction therein of children whom such school authorities might require to attend a truant school, if there were one in their own city or district. Industrial training shall be furnished in every such truant school. The expense attending the commitment and cost of maintenance of any truant residing in any city or village employing a superintendent of schools shall be a charge against such city or village, and in all other cases shall be a county charge.

§ 9. This act shall take effect immediately.

§ 10. All acts or parts of acts inconsistent with this act are hereby repealed.

2. FACTORY EMPLOYMENT.

CHAPTER 184.

AN ACT to amend the labor law, relative to the employment of women and children in factories.

Became a law, April 15, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Sections seventy, seventy-one, seventy-two, seventy-three, seventy-six, of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," are hereby amended so as to read as follows:

§ 70. **Employment of minors.**—No child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any factory in this state. No child between the ages of fourteen and sixteen years shall be so employed, permitted or suffered to work unless an employment certificate issued as provided in this article shall have been theretofore filed in the office of the employer at the place of employment of such child.

§ 71. **Employment certificate how issued.**—Such certificate shall be issued by the commissioner of health or the executive officer of the board or department of health of the city, town or village where such child resides, or is to be employed, or by such other officer thereof as may be designated, by such board, department or commissioner for that purpose, upon the application of the parent or guardian or custodian of the child desiring such employment. Such officer shall not issue such certificate until he has received, examined, approved, and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record, showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent or guardian or custodian of the child, which shall be required, however, only in case such last mentioned transcript of the certificate of birth be not produced and filed, showing the place and date of birth of such child; which affidavit must be taken before the officer issuing the employment certificate, who is hereby authorized and required to administer such oath, and who shall not demand or receive a fee therefor. Such employment certificate shall not be issued until such child farther has personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age, and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such

physical fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued.

§ 72. **Contents of certificate.**—Such certificate shall state the date and place of birth of the child, and describe the color of the hair and eyes, the height and weight and any distinguishing facial marks of such child, and that, the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined.

§ 73. **School record, what to contain.**—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished, on demand, to a child entitled thereto or to the board, department or commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto or parochial schools for not less than one hundred and thirty days during the school year previous to his arriving at the age of fourteen years or during the year previous to applying for such school record and is able to read and write simple sentences in the English language, and has received during such period instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parent or guardian or custodian.

§ 76. **Registry of children employed.**—Each person owning or operating a factory and employing children therein shall keep, or cause to be kept in the office of such factory, a register, in which shall be recorded the name, birthplace, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificate filed in such office shall be produced for inspection, upon the demand of the commissioner of labor. On termination of the employment of a child so registered, and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian or custodian.

§ 2. Sections seventy-seven and seventy-eight of said chapter as amended by chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine are hereby amended to read as follows.

§ 77. **Hours of labor of minors and women.**—No minor under the age of sixteen years shall be employed, permitted or suffered to work in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day, or for more than nine hours in any one day. No minor under the age of eighteen years, and no female shall be employed, permitted or suffered to work in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day; or for more than ten hours in any one day except to make a shorter work day on the last day of the week; or for more than sixty hours in any one week, or more hours in any one week than will make an average of ten hours per day for the whole number of days so worked. A printed notice, in a form which shall be prescribed and furnished by the

commissioner of labor, stating the number of hours per day for each day of the week required of such persons, and the time when such work shall begin and end, shall be kept posted in a conspicuous place in each room where they are employed. But such persons may begin their work after the time for beginning and stop before the time for ending such work, mentioned in such notice, but they shall not otherwise be employed, permitted or suffered to work in such factory except as stated therein. The terms of such notice shall not be changed after the beginning of labor on the first day of the week without the consent of the commissioner of labor. The presence of such persons at work in the factory at any other hours than those stated in the printed notice shall constitute prima facie evidence of a violation of this section of the law.

§ 78. **Change of hours of labor of minors and women.**—When in order to make a shorter work day on the last day of the week, a minor over sixteen and under eighteen years of age, or a female sixteen years of age or upwards, is to be required or permitted to work in a factory more than ten hours in a day, the employer of such persons shall notify the commissioner of labor in writing, of such intention, stating the number of hours of labor per day, which it is proposed to require or permit, and the time when it is proposed to cease such requirement or permission; a similar notification shall be made when such requirement or permission has actually ceased. A record of the names of the employes thus required or permitted to work overtime, with the amount of such overtime, and the days upon which such work was performed, shall be kept in the office of such factory, and produced upon the demand of the commissioner of labor.

§ 3. Section seventy-four of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven is hereby repealed.

§ 4. The word custodian as used in this act shall include any person, organization or society having the custody of said child.

§ 5. This act shall take effect the first day of October, nineteen hundred and three.

3. COMMERCIAL EMPLOYMENTS.*

CHAPTER 255.

AN ACT to amend the labor law, relative to the employment of women and children in mercantile and other establishments.

Became a law, April 24, 1903, with the approval of the Governor. Passed, a majority being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Sections one hundred and sixty-one, one hundred and sixty-two, one hundred and sixty-three, one hundred and sixty-four, one hundred and sixty-five, one hundred and sixty-six, one hundred and sixty-seven, one hundred and seventy-two and one hundred and seventy-three of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter

*This act, amending Article XI of the Labor Law, applies only to cities and those villages that at the last preceding State enumeration had a population of at least 3,000.

thirty-two of the general laws," are hereby amended so as to read as follows:

§ 161. **Hours of labor of minors.**—No child under the age of sixteen years shall be employed, permitted or suffered to work in or in connection with any mercantile establishment, business office, or telegraph office, restaurant, hotel, apartment house, or in the distribution or transmission of merchandise or messages, more than fifty-four hours in any one week, or more than nine hours in any one day, or before seven o'clock in the morning or after ten o'clock in the evening of any day. No female employe between sixteen and twenty-one years of age shall be required, permitted or suffered to work in or in connection with any mercantile establishment more than sixty hours in any one week; or more than ten hours in any one day, unless for the purpose of making a shorter work day of some one day of the week; or before seven o'clock in the morning or after ten o'clock in the evening of any day. This section does not apply to the employment of persons sixteen years of age or upwards on Saturday, provided the total number of hours of labor in a week of any such person does not exceed sixty hours, nor to the employment of such persons between the fifteenth day of December and the following first day of January. Not less than forty-five minutes shall be allowed for the noon day meal of the employes of any such establishment.

§ 162. **Employment of children.**—No child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any mercantile or other establishment specified in the preceding section, except that a child upwards of twelve years of age may be employed therein in villages and cities of the third class, during the summer vacation of the public schools of the city or district where such establishment is situated. No child under the age of sixteen years shall be employed in any such establishment, unless an employment certificate issued as provided in this article, shall have been theretofore filed in the office of the employer at the place of employment of such child.

§ 163. **Employment certificate; how issued.**—Such certificate shall be issued by the commissioner of health or the executive officer of the board or department of health of the city, town or village where such child resides or is to be employed, or by such other officer thereof as may be designated by such board, department or commissioner for that purpose, upon the application of the parent, guardian or custodian of the child desiring such employment. Such officer shall not issue such certificate until he has received, examined, approved, and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record, showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent, guardian or custodian of the child, which shall be required, however, only in case such last-mentioned transcript of the certificate of birth be not produced and filed, showing the place and date of birth of such child; which affidavit must be taken before the officer issuing the

employment certificate, who is hereby authorized and required to administer such oath and who shall not demand or receive a fee therefor. Such employment certificate shall not be issued until such child shall further have personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such physical fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued.

§ 164. **Contents of certificate.**—Such certificate shall state the date and place of birth of the child, and describe the color of hair and eyes and the height and weight and any distinguishing facial marks of such child, and that, the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined.

§ 165. **School record, what to contain.**—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished on demand to a child entitled thereto or to the board, department or commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto or parochial schools for not less than one hundred and thirty days during the school year previous to his arriving at the age of fourteen years or during the year previous to applying for such school record and is able to read and write simple sentences in the English language, has received during such period instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parents or guardian or custodian.

§ 166. **Summer vacation certificate.**—Children of the age of twelve years or more who can read and write simple sentences in the English language, may be employed, in mercantile and other establishments specified in section one hundred and sixty-one, in villages and cities of the third class during the summer vacation of the public schools in the city or school district where such children reside upon obtaining the vacation certificate herein provided. Such certificate shall be issued in the same manner, upon the same conditions, and on like proof that such child is twelve years of age or upwards, and is in sound health, as is required for the issuance of an employment certificate under this article, except that a school record of such child shall not be required. The certificates provided for in this section shall be designated summer vacation certificates, and shall correspond in form and substance as nearly as practicable to such employment certificate, and shall in addition thereto specify the time in which the same shall remain in force and effect which in no case

shall be other than the time in which the public schools where such children reside are closed for a summer vacation.

§ 167. **Registry of children employed.**—The owner, manager or agent of a mercantile or other establishment specified in section one hundred and sixty-one, employing children, shall keep or cause to be kept, in the office of such establishment, a register, in which shall be recorded the name, birthplace, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificates filed in such office shall be produced for inspection, upon the demand of an officer of the board, department or commissioner of health of the town, village or city where such establishment is situated. On termination of the employment of the child so registered and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian or custodian.

§ 172. **Enforcement of article.**—The board or department of health or health commissioners of a town, village or city affected by this article shall enforce the same and prosecute all violations thereof. Proceedings to prosecute such violations must be begun within thirty days after the alleged offense was committed. All officers and members of such boards, or department, all health commissioners, inspectors, and other persons appointed or designated by such boards, departments or commissioners may visit and inspect at reasonable hours and when practicable and necessary, all mercantile or other establishments herein specified within the town, village or city for which they are appointed. No person shall interfere with or prevent any such officer from making such visitations and inspections, nor shall he be obstructed or injured by force or otherwise while in the performance of his duties. All persons connected with any such mercantile or other establishment herein specified shall properly answer all questions asked by such officer or inspector in reference to any of the provisions of this article.

§ 173. **Copy of article to be posted.**—A copy of this article shall be posted in three conspicuous places in each establishment affected by its provisions.

§ 2. This act shall take effect the first day of October, nineteen hundred and three.

4. STREET TRADES.

CHAPTER 151.

AN ACT to amend the labor law relating to children working in streets and public places in cities of the first class.

Became a law, April 8, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended by renumbering articles twelve and thirteen to be known as articles thirteen and fourteen respectively and by inserting therein a new article, to be known as article twelve, and to read as follows:

ARTICLE XII.

EMPLOYMENT OF CHILDREN, IN STREET TRADES.

Section 174. Prohibited employment of children in street trades.
175. Permit and badge for newsboys, how issued.
176. Contents of permit and badge.
177. Regulations concerning badge and permit.
178. Badge and permit to be surrendered.
179. Limit of hours.
179a. Violation of this article, how punished.

§ 174. **Prohibited employment of children in street trades.**—No male child under ten, and no girl under sixteen years of age shall in any city of the first class sell or expose or offer for sale newspapers in any street or public place.

§ 175. **Permit and badge for newsboys, how issued.**—No male child actually or apparently under fourteen years of age shall sell or expose or offer for sale said articles unless a permit and badge as hereinafter provided shall have been issued to him by the district superintendent of the board of education of the city and school district where said child resides, or by such other officer thereof as may be officially designated by such board for that purpose, on the application of the parent, guardian or other person having the custody of the child desiring such permit and badge, or in case said child has no parent, guardian or custodian then on the application of his next friend, being an adult. Such permit and badge shall not be issued until the officer issuing the same shall have received, examined, approved and placed on file in his office satisfactory proof that such male child is of the age of ten years or upwards. No permit or badge provided for herein shall be valid for any purpose except during the period in which such proof shall remain on file, nor shall such permit or badge be authority beyond the period fixed therein for its duration. After having received, examined, approved and placed on file such proof the officer shall issue to the child a permit and badge.

§ 176. **Contents of permit and badge.**—Such permit shall state the date and place of birth of the child, the name and address of its parent, guardian, custodian or next friend as the case may be and describe the color of hair and eyes, the height and weight and any distinguishing facial mark of such child, and shall further state that the proof required by the preceding section has been duly examined, approved and filed; and that the child named in such permit has appeared before the officer issuing the permit. The badge furnished by the officer issuing the permit shall bear on its face a number corresponding to the number of the permit, and the name of the child. Every such permit, and every such badge on its reverse side, shall be signed in the presence of the officer issuing the same by the child in whose name it is issued.

§ 177. **Regulations concerning badge and permit.**—The badge provided for herein shall be worn conspicuously at all times by such child while so working; and such permit and badge shall expire at the end of one year from the date of their issue. No child to whom such permit and badge are issued shall transfer the same to any other person nor be engaged in any city of the first class as a newsboy, or shall sell or expose or offer

for sale newspapers in any street or public place without having upon his person such badge, and he shall exhibit the same upon demand at any time to any police, or attendance officer.

§ 178. **Badge and permit to be surrendered.**—The parent, guardian, custodian or next friend, as the case may be, of every child to whom such permit and badge shall be issued shall surrender the same to the authority by which said permit and badge are issued at the expiration of the period provided therefor.

§ 179. **Limit of hours.**—No child to whom a permit and badge are issued as provided for in the preceding sections shall sell or expose or offer for sale any newspapers after ten o'clock in the evening.

§ 179a. **Violation of this article, how punished.**—Any child who shall work in any city of the first class in any street or public place as a newsboy or shall sell or expose or offer for sale newspapers under circumstances forbidden by the provisions of this article, must be arrested and brought before a court or magistrate having jurisdiction to commit a child to an incorporated charitable reformatory or other institution and be dealt with according to law; and if any such child is committed to an institution, it shall when practicable, be committed to an institution governed by persons of the same religious faith as the parents of such child.

§ 2. Nothing in this act contained shall be deemed or construed to repeal, amend, modify, impair or in any manner, affect any provision of the penal code or the code of criminal procedure.

§ 3. This act shall take effect September first, nineteen hundred and three.

5 PENALTY FOR FALSIFYING EMPLOYMENT CERTIFICATES.

CHAPTER 380.

AN ACT to amend section three hundred and eighty-four-1 of the penal code, by providing a punishment for false statements in or in relation to applications made for employment certificates required by the labor law.

Became a law, May 6, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section three hundred and eighty-four-1 of the penal code is hereby amended to read as follows:

§ 384-1. **Violations of provisions of labor law.**—Any person who violates or does not comply with:

1. The provisions of article six of the labor law, relating to factories;

2. The provisions of article seven of the labor law, relating to the manufacture of articles in tenements;

3. The provisions of article eight of the labor law, relating to bakeries and confectionery establishments, the employment of labor and the manufacture of flour or meal food products therein;

4. The provisions of article eleven of the labor law, relating to mercantile establishments, and the employment of women and children therein;

5. And any person who knowingly makes a false statement in or in relation to any application made for an employment certificate as to any matter

required by article six and eleven of the labor law to appear in any affidavit, record, transcript or certificate therein provided for, is guilty of a misdemeanor and upon conviction shall be punished for a first offense by a fine of not less than twenty nor more than one hundred dollars; for a second offense by a fine of not less than fifty nor more than two hundred dollars, or by imprisonment for not more than thirty days or by both such fine and imprisonment; for a third offense by a fine of not less than two hundred and fifty dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment.

§ 2. This act shall take effect the first day of October, nineteen hundred and three.

PROHIBITING THE EMPLOYMENT OF WOMEN AND MINORS AT POLISHING OR BUFFING.

CHAPTER 561.

AN ACT to amend the labor law relating to polishing and buffing.

Became a law, May 12, 1903, with the approval of the Governor. Passed, a majority being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section ninety-two of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as added by chapter three hundred and seventy-five of the laws of eighteen hundred and ninety-nine, and renumbered by chapter four hundred and seventy-eight of the laws of nineteen hundred and one, is hereby amended to read as follows:

§ 93. Employment of women and children at polishing or buffing.—No male child under the age of eighteen years, nor any female, shall be employed in any factory in this state in operating or using any emery, tripoli, rouge, corundum, stone, carborundum or any abrasive, or emery polishing or buffing wheel, where articles of the baser metals or of iridium are manufactured. The owner, agent or lessee of a factory who employs any such person in the performance of such work is guilty of a misdemeanor and upon conviction thereof shall be fined the sum of fifty dollars for each such violation. The commissioner of labor, his assistants and deputies, shall enforce the provisions of this section.

REQUIRING THE ENCLOSURE OF STREET CAR PLATFORMS.

CHAPTER 325.

AN ACT to amend the railroad law, in relation to the protection of certain employees of street railroads.

Section 1. Article four of chapter five hundred and sixty-five of the laws of eighteen hundred and ninety, entitled "An act in relation to railroads, constituting chapter thirty-nine of the general laws," is hereby amended by adding thereto a new section to be section one hundred and eleven, and to read as follows:

§ 111. **Protection of employees.**—Every corporation operating a street surface railroad in this state, except such as operate a railroad or railroads either in the borough of Manhattan or Brooklyn, in the city of New York, shall cause the front and rear platforms of every passenger car propelled by electricity, cable or compressed air, operated on any division of such railroad which extends in or between towns or outside of city limits, during the months of December, January, February and March, except cars attached to the rear of other cars, to be enclosed from the fronts of the platforms to the fronts of the hoods, so as to afford protection to any person stationed by such corporation on such platforms to perform duties in connection with the operation of such cars. Every corporation or person using and operating a car in violation of this section shall be liable to a penalty of twenty-five dollars per day for each car so used and operated, to be collected in an action brought by the attorney-general and to be paid to the treasurer of the state of New York, or in a suit by the attorney of the municipality in which the violation of the provision of this act occurs, to be paid in the treasury of such municipality.

§ 2. All street surface railroad passenger cars hereafter purchased, built or rebuilt and operated in the state of New York on and after the passage of this act, except those owned by any company operating either in the borough of Manhattan or Brooklyn, in the city of New York shall be constructed in accordance with the provisions of section one of this act.

§ 3. This act shall take effect December first, nineteen hundred and four. Except that where the cars of any corporation affected by section one of this act are operated wholly in cities other than the boroughs of Manhattan or Brooklyn in the city of New York, the cars belonging to the corporations so operated shall be equipped with the enclosures provided for in section one of this act as follows, viz.: One-third thereof before December first, nineteen hundred and four, one-third thereof after December first, nineteen hundred and four and before December first, nineteen hundred and five, and the remaining one-third thereof after December first, nineteen hundred and five, and before December first, nineteen hundred and six.

Approved May 6, 1903.

CHAPTER 426.

AN ACT to amend the railroad law in relation to the protection of certain employes of street railroads.

Became a law, May 7, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Article four of chapter five hundred and sixty-five of the laws of eighteen hundred and ninety, entitled "An act in relation to railroads, constituting chapter thirty-nine of the general laws," as amended by chapter six hundred and seventy-six of the laws of eighteen hundred and ninety-two, is hereby amended by adding at the end thereof a new section, to be known as section one hundred and eleven-a, and to read as follows:

§ 111a. **Protection to employes.**—Every corporation operating a street surface railroad in the counties of Albany and Rensselaer shall cause the

front and rear platforms of every car propelled by electricity, cable or compressed air, during the months of December, January, February and March, except cars attached to the rear of other cars, to be enclosed from the front and at least one side of the platform to the hood, so as to afford protection to any person stationed by such corporation or person on such platforms to perform duties in connection with the operation of such cars. Platforms on cars on such street surface railroads used more than one mile outside the limits of a city shall be completely enclosed from platform to hood. Every corporation using and operating a car in violation of this section shall be liable to a penalty of twenty-five dollars per day for each car so used and operated to be collected by the people to the use of the poor of the county in which such corporation has its principal office, in an action brought by the attorney-general or the district attorney of such county. The supreme court may, on the application of a citizen, direct the district attorney to bring such action.

§ 2. This act shall take effect September first, nineteen hundred and four.

LICENSING OF TRADES AND PROFESSIONS.

REGULATING THE PRACTICE OF BARBERING.

CHAPTER 632.

AN ACT to regulate the practice of barbering in the state of New York; to establish a state board of barber examiners, and to provide for the sanitary inspection of barber shops.

Became a law, May 15, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Within thirty days after the passage of this act the governor shall appoint a board of barber examiners for the state of New York. The board shall consist of four members, two of whom shall be master barbers and two of whom shall be journeymen barbers, and each of whom shall serve a term of five years from the date when his appointment shall take effect, except that those first appointed shall serve as follows: One for one year, one for two years, one for three years, and one for four years, from the date when his appointment shall take effect respectively, and except in the case of an appointment to fill a vacancy. No person shall be eligible to appointment as a member of said board unless he shall have been continuously for five years last past engaged in the occupation of a barber within this state.

§ 2. Said board so appointed, and its successors, shall be known by the name "board of barber examiners of the state of New York." Every person so appointed to serve on said board shall receive a certificate of his appointment from the governor of the state of New York, and within ten days after receiving such certificate, shall take, subscribe and file, in the office of the secretary of state, the constitutional oath of office.

§ 3. Each member of such board shall receive as compensation the sum of five dollars for each day necessarily and actually engaged in the

performance of his duty as a member of said board and three cents for each mile necessarily and actually travelled by him in attending the meetings of said board, which sum or sums shall be paid out of any moneys in the hands of the treasurer of said board.

§ 4. The first meeting of said board shall be held within thirty days after their appointment as aforesaid, at a time and place to be fixed by a majority thereof, who shall give suitable notice thereof to all the members of said board. At such meeting the board may adopt a common seal, and shall elect from among its members a president, a secretary and a treasurer. The treasurer shall receive all fees paid for licenses or certificates, and shall keep a record thereof and of all disbursements of said board, in a book to be kept for that purpose. The treasurer shall not pay out or disburse any of the moneys so received by him except upon the order of the board. Before entering upon the performance of his duties the treasurer shall file with the state comptroller a bond with sufficient sureties to the people of the state of New York, in the penal sum of ten thousand dollars, to be approved by the state comptroller, conditioned that he will well and truly pay over all moneys received by him according to law and in compliance with the provisions of this act, and that he will otherwise faithfully discharge the duties of his office.

§ 5. The board of examiners shall have the power to appoint sub-boards of examiners, in such cities and villages of this state, as they in their judgment shall deem necessary. Said sub-boards shall each consist of one master barber and one journeyman barber, and shall possess the same qualifications, receive the same compensation, and have the same power as the said board of examiners of the state of New York, while conducting the examinations hereinafter provided for. Said sub-boards shall be subject at all times to the jurisdiction and control of the "board of barber examiners of the state of New York," and shall serve during the pleasure of said state board. The sub-boards shall report the result of their examinations, without delay, to the state board of examiners, and the latter shall issue certificates of qualification to the persons who have qualified in said examinations.

§ 6. No person shall hereafter practice the occupation of a barber in this state, unless such person shall have first received a certificate of qualification from the board of examiners provided for in section one of this act. For the purpose of examining applicants for certificates of qualification as barbers the said board of examiners shall appoint the times and places for holding examinations. Such appointment shall be made with due regard to the convenience of the applicants and the public service. Said state board of examiners shall prescribe the mode and manner of conducting such examinations and shall appoint two of its members, one of whom shall be a master barber and the other a journeyman barber to conduct such examinations, or said board may designate a sub-board to conduct such examinations. Said board of examiners is authorized to incur all expenses necessary to carry out, in a prompt and efficient manner, the provisions of this act, and to pay the same out of any moneys in the hands of the treasurer of said board, except, however, said board of examiners shall not incur any expense or obligation for which the state of New York shall be liable.

§ 7. Each person on filing his application for examination shall pay to the treasurer of the said board of examiners the sum of five dollars, which sum shall be returned in case said applicant shall fail to pass said examination. Such payment shall constitute a part of the fund to pay the compensation and expenses of said board. The board shall keep a list of the names and places of business of all persons to whom certificates of qualification are granted under the provisions of this act, in a book provided for that purpose, with the names arranged in alphabetical order, and said book shall be at all times open to public inspection.

§ 8. Every person now engaged in the business of a barber in this state, shall, within three months after the passage of this act, file an affidavit with the secretary of said board, setting forth his or her name, place of business, post office address, the length of time he has been engaged in the business of a barber, and pay to the treasurer the sum of one dollar, for the certificate provided for in this act.

§ 9. Said board shall furnish to each person to whom a certificate of registration is issued, a card or insignia bearing the seal of the board and the signatures of its president and secretary, certifying that the holder thereof is entitled to practice the occupation of a barber in this state, and it shall be the duty of the holder of such card or insigna* to post the same in a conspicuous place in the shop or place where he is working, where it may be readily seen by all persons whom he or she may serve.

§ 10. Said board of examiners shall have power to revoke any certificate of registration granted by it under this act, for (a) conviction of felony: (b) habitual drunkenness for six months immediately preceding a charge duly made: (c) gross incompetence or (d) the use of unclean towels, cups or any other unclean utensils used by barbers which are liable to spread contagious or infectious diseases; provided, that before any certificate shall be so revoked the holder thereof shall have notice in writing of the charge or charges against him or her, and shall at a day and place specified in said notice, at least ten days after the service thereof, be given a public hearing and full opportunity to produce testimony in his or her behalf or to confront the witness against him or her. Any person whose certificate has been so revoked, may, after the expiration of three months, apply to have the same regranted, and the same shall be regranted to him or her upon a satisfactory showing that the disqualification has ceased.

§ 11. The board shall cause to be made and filed with the state comptroller, on or before the first day of December of each year, a report showing the receipts and disbursements of said board and the balance in the hands of the treasurer of said board, together with a statement of the amount of such balance necessary to be held in the hands of the said treasurer to meet the expenses of the ensuing year. The comptroller shall thereupon make and file in his office an estimate of the amount of such balance necessary to be held by said board for the purposes hereinbefore stated, which sum may be retained by said board for said purposes and the balance of said surplus paid by the treasurer of said board into the state treasury.

§ 12. Upon the report of a member of the state board of examiners duly appointed as herein provided, or of a member of a sub-board of examiners

*So in original.

in any city or village of the state, that a barber shop is in an unsanitary condition, said state board of examiners shall be empowered to call upon the state or local board of health to declare such shop a public nuisance, and should the proprietor of said shop fail to abolish said nuisance within a period of thirty days after notice to do so by either the state or local board of health, the board of examiners provided for in this act shall be empowered to call upon the aforesaid board of health to abolish the aforenamed public nuisance.

§ 13. To shave, trim the beard, or cut the hair of any person for hire or reward, received by the person performing such service, or any other person, shall be construed as practicing the occupation of a barber within the meaning of this act. This act shall not in any way apply to or affect any person who is now occupied or working as a barber in this state, nor any person employed in a barber shop or an apprentice, except that a person so employed less than three years prior to the passage of this act, shall be considered an apprentice, and at the expiration of such three years of such employment shall be subject to the provisions of this act.

§ 14. Any person violating any of the provisions of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than ten dollars or imprisonment in the county jail for a period of not less than thirty days, or by both such fine and imprisonment.

§ 15. This act shall take effect ninety days after the passage thereof.

REGULATING THE PRACTICE OF NURSING.

CHAPTER 293.

AN ACT to amend the public health law relative to the practice of nursing.

Became a law, April 27, 1903, with the approval of the Governor. Passed, a majority being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Chapter six hundred and sixty-one of the laws of eighteen hundred and ninety-three, entitled "An act in relation to the public health, constituting chapter twenty-five of the general laws," is hereby amended by inserting a new article to be article twelve thereof, and to read as follows:

ARTICLE XII.

REGISTRATION OF NURSES.

Section 206. Who may practice as registered nurses.
207. Board of examiners; examination; fees.
208. Waiver of examination.
209. Violations of article.

§ 206. **Who may practice as registered nurses.**—Any resident of the state of New York, being over the age of twenty-one years and of good moral character holding a diploma from a training school for nurses connected with a hospital or sanitarium giving a course of at least two years, and registered by the regents of the university of the state of New York

as maintaining in this and other respects proper standards, all of which shall be determined by the said regents, and who shall have received from the said regents a certificate of his or her qualification to practice as a registered nurse, shall be styled and known as a registered nurse, and no other person shall assume such title, or use the abbreviation R. N. or any other words, letters or figures to indicate that the person using the name is such a registered nurse. Before beginning to practice nursing every such registered nurse shall cause such certificate to be recorded in the county clerk's office of the county of his or her residence with an affidavit of his or her identity as the person to whom the same was so issued and of his or her place of residence within such county. In the month of January, nineteen hundred and six, and in every thirty-six months thereafter, every registered nurse shall again cause his or her certificate to be recorded in the said county clerk's office, with an affidavit of his or her identity as the person to whom the same was issued, and of his or her place of residence at the time of such re-registration. Nothing contained in this act shall be considered as conferring any authority to practice medicine or to undertake the treatment or cure of disease in violation of article eight of this chapter.

§ 207. **Board of examiners; examination; fees.**—Upon the taking effect of this act, the New York State Nurses' association shall nominate for examiners ten of their members who have had not less than five years experience in their profession, and at each annual meeting of said association thereafter, two other candidates. The regents of the university of the state of New York shall appoint a board of five examiners from such list. One member of said board shall be appointed for one year, one for two years, one for three years, one for four years, and one for five years. Upon the expiration of the term of office of any examiner the said regents shall likewise fill the vacancy for a term of five years and until his or her successor is chosen. An unexpired term of an examiner caused by death, resignation or otherwise, shall be filled by the regents in the same manner as an original appointment is made. The said regents, with the advice of the board of examiners above provided for, shall make rules for the examination of nurses applying for certification under this act, and shall charge for examination and for certification a fee of five dollars to meet the actual expenses, and shall report annually their receipts and expenditures under the provisions of this act, to the state comptroller, and pay the balance of receipts over expenditures to the state treasurer. The said regents may revoke any such certificate for sufficient cause after written notice to the holder thereof and hearing thereon. No person shall thereafter practice as a registered nurse under any such revoked certificate.

§ 208. **Waiver of examinations.**—The regents of the university of the state of New York, may upon the recommendation of said board of examiners, waive the examination of any persons possessing the qualifications mentioned in section two hundred and six, who shall have been graduated before, or who are in training at the time of, the passage of this act and shall hereafter be graduated, and of such persons now engaged in the practice of nursing as have had three years' experience in a general hospital prior to the passage of this act, who shall apply in writing for such certificate within three years after the passage of this act, and shall also grant a

certificate to any nurse of good moral character, who has been engaged in the actual practice of nursing for not less than three years next prior to the passage of this act who shall satisfactorily pass an examination in practical nursing within three years hereafter.

§ 209. **Violations of this article.**—Any violation of this article shall be a misdemeanor. When any prosecution under this article is made on the complaint of the New York State Nurses' association, the certificate of incorporation of which was filed and recorded in the office of the secretary of state on the second day of April, nineteen hundred and two, the fines collected shall be paid to said association and any excess in the amount of fines so paid over the expenses incurred by said association in enforcing the provisions of this article shall be paid at the end of each year to the treasurer of the state of New York.

§ 2. Article twelve of the public health law, consisting of sections two hundred and ten to two hundred and twenty, inclusive, is hereby renumbered as article thirteen of said law.

§ 3. This act shall take effect immediately.

LEGAL RIGHTS AND PRIVILEGES OF WORKING PEOPLE.

THE GARNISHMENT LAW

CHAPTER 461.

AN ACT to amend the code of civil procedure, in relation to exemptions and executions.

Became a law, May 7, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section thirteen hundred and ninety-one of the code of civil procedure is hereby amended so as to read as follows:

§ 1391. In addition to the exemptions, allowed by the last section, necessary household furniture, working tools and team, professional instruments, furniture and library, not exceeding in value two hundred and fifty dollars, together with the necessary food for the team, for ninety days, are exempt from levy and sale by virtue of an execution, when owned by a person, being a householder, or having a family for which he provides, except where the execution is issued upon a judgment, recovered wholly upon one or more demands, either for work performed in the family as a domestic or for the purchase money, of one or more articles, exempt as prescribed in this or the last section. Where a judgment has been recovered wholly for necessaries sold, or work performed in a family as a domestic, or for services rendered for salary owing to an employe of the judgment debtor, and where an execution issued upon said judgment has been returned wholly or partly unsatisfied and where any wages, debts, earnings, salary, income from trust funds or profits are due and owing to the judgment debtor or shall thereafter become due and owing to him, to an amount exceeding twenty dollars per week and where no execution issued as hereafter provided in

this section is unsatisfied and outstanding against said judgment debtor, the judgment creditor may apply to the court in which said judgment was recovered and upon satisfactory proof of such facts by affidavit or otherwise, the court if a court not of record, a judge or justice thereof, must issue, or if a court of record, a judge or justice, must grant an order directing that an execution issue against the wages, debt, earnings, salary, income from trust funds or profits of said judgment debtor, and on presentation of such execution by the officer to whom delivered for collection to the person or persons from whom such wages, debts, earnings, salary, income from trust funds or profits are due and owing, or may thereafter become due and owing to the judgment debtor, said execution shall become a lien and a continuing levy upon the wages, earnings, debts, salary, income from trust funds or profit due or to become due to said judgment debtor to the amount specified therein which shall not exceed ten per centum thereof, and said levy shall be a continuing levy until said execution and the expenses thereof are fully satisfied and paid or until modified as hereinafter provided. It shall be the duty of any person or corporation to whom said execution shall be presented, and who shall at such time be indebted to the judgment debtor named in such execution, or who shall become indebted to such judgment debtor in the future, and while said execution shall remain a lien upon said indebtedness to pay over to the officer presenting the same, such amount of such indebtedness as such execution shall prescribe until said execution shall be wholly satisfied and such payment shall be a bar to any action therefor by any such judgment debtor. If such person or corporation to whom said execution shall be presented shall fail, or refuse to pay over to said officer presenting said execution, the percentage of said indebtedness, he shall be liable to an action therefor by the judgment creditor named in such execution, and the amount so recovered by such judgment creditor shall be applied towards the payment of said execution. Either party may apply at any time to the court from which such execution shall issue, or to any judge or justice issuing the same, or to the county judge of the county, and in any county where there is no county judge, to any justice of the city court upon such notice to the other party as such court, judge, or justice shall direct for a modification of said execution, and upon such hearing the said court, judge or justice may make such modification of the said execution as shall be deemed just, and such execution as so modified shall continue in full force and effect until fully paid and satisfied, or until further modified as herein provided.

§ 2. This act shall take effect September first, nineteen hundred and three.

FOR THE PREVENTION OF ABUSES IN THE INSTALMENT BUSINESS.

CHAPTER 156.

AN ACT to amend chapter five hundred and eighty of the laws of nineteen hundred and two, entitled "An act in relation to the municipal court of the city of New York, its officers and marshals."*

Accepted by the city; became a law with the approval of the Governor April 8, 1903.

Section 1. Section fifty-six of chapter five hundred and eighty of the laws of nineteen hundred and two, entitled "An act in relation to the

*Italics indicate the amendments.

municipal court of the city of New York, its officers and marshals," is hereby amended so as to read as follows:

§ 56. **In what cases order of arrest to be granted.**—An order to arrest the defendant must or may be granted, directed to any marshal of said city, in the following cases, but no female can be arrested except for a wilful injury to person or property:

1. In an action for the recovery of damages, in a cause of action not arising on contract, when the defendant is not a resident of the city of New York, or is about to remove therefrom, or when the action is for a wilful injury to person or property.

2. In an action for a fine or penalty, or for money or property embezzled or wrongfully misapplied or converted to his own use by a public officer, or an officer of a corporation, or an attorney, factor, broker, agent or clerk, in the course of his employment as such, or by any other person acting in a fiduciary capacity.

3. Where the defendant has been guilty of a fraud in contracting the debt, or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention, or conversion of which the action is brought, *except that no order of arrest shall be granted in an action specified in this subdivision where the debt contracted or the obligation incurred over all payments and set-offs or the property taken, obtained or converted, amounts to, or is valued at one hundred dollars, or less.*

4. When the defendant has removed, concealed, or disposed of his property, or is about to do so, with the intent to defraud his creditors, *except that no order shall be granted in such an action unless the plaintiff's claim or demand over all payments and sett-offs exceeds one hundred dollars.*

§ 2. Section one hundred and forty of chapter five hundred and eighty of the laws of nineteen hundred and two is hereby amended so as to read as follows:

§ 140. **Judgment; order of arrest; body execution.**—In an action of foreclosure, as provided in the last section, *where the sum or sums, over all payments and set-offs due and payable by the terms of a written contract of conditional sale, or upon the payment of which the title to hired personal property vests, or secured by a chattel mortgage, amount to more than one hundred dollars,* the plaintiff may allege that the defendant wilfully or maliciously disposed of or concealed the property or a part thereof, covered by the instrument on which suit is instituted, in which case the court may grant an order of arrest in the manner provided in article one of this title, and upon such allegation being proved on the trial, execution against the person shall issue, if the provisions of this act relating to indorsement upon the summons have been complied with, unless the property awarded by the judgment is produced by the defendant to satisfy the execution and levy, when made as provided in this article. Upon judgment being rendered, as prescribed in this article under the provisions of this or the last preceding section, and execution issuing thereon, the property subject to levy must be produced or possession made readily available at the time of such levy, to satisfy the execution in the manner prescribed in the judgment, and on failure so to do, *where the plaintiff has recovered judgment for a sum exceeding one hundred dollars, exclusive of costs,* an execution against the person shall issue, provided the provisions of this act relating to in-

dorsement upon the summons have been complied with, on the return of the marshal having the execution made to the clerk of the court in the district in which the judgment is docketed, to the effect that such property is not available for levy and execution.

§ 3. This act shall take effect immediately.

PROVIDING FOR BAIL OF CERTAIN RAILWAY EMPLOYEES.

CHAPTER 614.

AN ACT to amend the code of criminal procedure, in relation to the taking of bail.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The code of criminal procedure is hereby amended by inserting therein a new section to be section five hundred and fifty-four-a, and to read as follows:

§ 554a. **Bail of certain railroad employes.**—Whenever a person employed as an engineer, fireman, motorman, conductor, trainman or otherwise, on a train or car of a steam, elevated or street surface railroad, is arrested in any city on a criminal charge, arising from an accident in connection with the operation of such train or car, resulting in an injury or death to a person or injury to property, such engineer, fireman, motorman, conductor, trainman or other employe, shall be immediately taken before a magistrate, if one is accessible, and otherwise, before a captain or sergeant of police, or acting sergeant of police, in charge of a police station in such city, and be given an opportunity to be admitted to bail. Such bail shall be taken in the same manner, so far as practicable, as is provided by section five hundred and fifty-four of this code, for the taking of bail in case of misdemeanors by a captain or sergeant of police, or acting sergeant of police in a city or village, except that the amount of bail shall be fixed by such officer at not exceeding one thousand dollars, and except that the undertaking shall provide for the appearance of the defendant before the magistrate, coroner, or other officer, who, except for this section, would be authorized to take such bail. Such officer may however in his discretion, instead of exacting bail release such employe on his own recognizance, conditional for his appearance as above provided in case an undertaking is required.

§ 2. This act shall take effect September first, nineteen hundred and three.

Approved May 15, 1903.

PROHIBITING DISCRIMINATION AGAINST NATIONAL GUARDSMEN.

CHAPTER 349.

AN ACT to amend the provisions of title eight of the penal code, relating to crimes against public justice.

Became a law, May 6, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Title eight of the penal code is hereby amended by inserting two new sections to be known as section one hundred and seventy-one-b, and section one hundred and seventy-one-c, to read as follows:

§ 171b. A person who, either by himself or with another, wilfully deprives a member of the national guard of his employment, or prevents his being employed by himself or another, or obstructs or annoys said member of said national guard, or his employer, in respect of his trade, business, or employment, because said member of said national guard is such member, or dissuades any person from enlistment in the said national guard by threat of injury to him in case he shall so enlist, in respect of his employment, trade, or business, is guilty of a misdemeanor.

§ 171c. No association or corporation, constituted or organized for the purpose of promoting the success of the trade, employment, or business of the members thereof, shall by any constitution, rule, by-law, resolution, vote, or regulation, discriminate against any member of the national guard of the state of New York, because of such membership in respect of the eligibility of such member of the said national guard to membership in such association or corporation, or in respect of his right to retain said last mentioned membership; it being the purpose of this section and the section immediately preceding to protect a member of the said national guard from disadvantage in his means of livelihood and liberty therein but not to give him any preference or advantage on account of his membership of said national guard. A person who aids in enforcing any such provisions against a member of the said national guard with the intent to discriminate against him because of such membership, is guilty of a misdemeanor.

§ 2. This act shall take effect September first, nineteen hundred and three.

LABOR EMPLOYED ON BEHALF OF THE PUBLIC.

PERMITTING LEGISLATIVE REGULATION OF THE CONDITIONS OF LABOR UPON PUBLIC WORK.

CONCURRENT RESOLUTION OF THE SENATE AND ASSEMBLY,

Proposing amendment to article twelve, section one of the constitution, relating to organization of cities.

Whereas, at the last session of the legislature, the following amendment was proposed in the senate and assembly, namely:

Resolved, That the following amendment to the constitution be agreed to and referred to the legislature to be chosen at the next general election of senators: Section one, article twelve of the constitution is hereby amended to read as follows: It shall be the duty of the legislature to provide for the organization of cities and incorporated villages, and to restrict their power of taxation, assessment, borrowing money, contracting debts, and loaning their credit, so as to prevent abuses in assessments and in contracting debt by such municipal corporations; and the legislature may regulate and fix the wages or salaries, the hours of work or labor, and make provision for the protection, welfare and safety of persons employed by the state or by any county, city, town, village or other civil division of the state, or by any contractor or sub-contractor performing work, labor or services for the state, or for any county, city, town, village or other civil division thereof.

And whereas, the said proposed amendment was agreed to by a majority of the members elected to each of the two houses of the said legislature, entered in the journals, with the yeas and nays taken thereon, and referred

to the legislature to be chosen at the then next general election of senators.

And whereas, such election has taken place and said proposed amendment was duly published for three months previous to the time of making such choice, in pursuance of the provisions of article fourteen, section one of the constitution; therefore.

Resolved, That the foregoing amendment be submitted to the people for approval at the general election to be held in the year nineteen hundred and five, in accordance with the provisions of the election law.

PERMITTING THE TWO-PLATOON SYSTEM IN THE BUFFALO FIRE DEPARTMENT.

CHAPTER 243.

AN ACT to amend chapter one hundred and five of the laws of eighteen hundred and ninety-one, entitled "An act to revise the charter of the city of Buffalo," with relation to the department of fire.

Accepted by the city.

Became a law, April 24, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two hundred and fifty-one of chapter one hundred and five of the laws of eighteen hundred and ninety-one, entitled "An act to revise the charter of the city of Buffalo" with relation to the department of fire is hereby amended so as to read as follows:

§ 251. The board shall annually grant to the chief engineer, assistant chief engineer, and district engineer, a vacation of not more than fifteen consecutive days with pay, and to the other members of the department, an annual vacation of not more than ten consecutive days with pay. They shall also grant to each and every member of the department two days' leave of absence in each month with pay, beginnning at eight o'clock in the forenoon of one day and ending at eight o'clock in the forenoon of the following day. Such leave of absence may be suspended when public interest require it. They shall also grant to each member of the department three hours each day for meal-time, and grant to any member of the department who is disabled by sickness, half-pay from the time that said sickness shall exist, provided it be for no longer time than six months, and the said board shall grant to any member of the department who shall have become disabled by accident while in the performance of duty, full pay until he shall become able to resume his duties, provided it be for no greater time than one year. But in case of the sickness or other disability of any member, the said board may from time to time require the certificate or affidavit of the attending physician that such member is not able to perform his duties as a member of the fire department. The board of fire commissioners may, with the approval of the mayor and the common council, divide the captains or foremen of companies, lieutenants or assistant foremen, engineers and firemen of all grades into two platoons, one to perform day service and the other to perform night service. In cases of riot or serious conflagration the board, or the chief engineer shall have power in its discretion, to assign all members of the department to

continuous duty. Neither of said platoons shall be required to perform continuous day service or night service, as above prescribed, for a longer consecutive period than one week, except so far as may be necessary to equalize the hours of duty and service between the two platoons, and also except in the case of riot or serious conflagration, as above provided. The salaries now paid to captains or foremen, lieutenants or assistant foremen, engineers and firemen of all grades, shall not be reduced.

§ 2. This act shall take effect September first, nineteen hundred and three.

WAGES OF LABORERS IN STATE ARMORIES.

CHAPTER 74.

AN ACT to amend the military code, relative to uniforms and equipments for the national guard and naval militia and armories.

Became a law, March 25, 1903, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section one hundred and twenty-six of chapter two hundred and twelve of the laws of eighteen hundred and ninety-eight, entitled "An act in relation to the militia, constituting chapter sixteen of the general laws," is hereby amended to read as follows:

§ 126. **Purchase of uniforms and equipments.**—The adjutant-general shall biennially advertise for bids in the manner provided in subdivision six, section fifteen of this chapter, for the furnishing and making of the articles of uniforms and equipments provided by the state and shall enter into contracts for the term of two years with the lowest responsible bidder or bidders. Contracts shall be entered into by him with tailors in any part of the state for the furnishing of full dress coats, undress coats and trousers made to order and measure. No accounts for furnishing uniforms or parts of uniforms shall be audited, unless accompanied by a certificate of an inspector, detailed by the commanding officer of the national guard, or commanding officer of the naval militia, to the effect that the material used is of the quality prescribed by the governor and that the articles are well made as specified in the contract under which they are supplied, and a certificate of the respective commanding officer that the uniform fits the man for whom it was made.

§ 2. Section one hundred and thirty-nine of said chapter, is hereby amended to read as follows:

§ 139. **Laborers.**—To provide for the proper care and cleanliness of armories and arsenals and of the property therein deposited, the commanding officer of a regiment, battalion or squadron not part of a regiment, troop, battery, company, signal corps or brigade, or the ranking commanding officer, where two or more separate batteries or companies are quartered in an armory or arsenal, may appoint laborers as follows: For armories or arsenals having ten thousand square feet or less of floor surface, one laborer; where the floor surface exceeds twenty thousand square feet, two laborers; and for each twenty thousand in excess of twenty thousand, an additional laborer; such computation of square feet to include all drill rooms, administration and meeting rooms, drill sheds,

hallways, rifle range and lavatories, but excluding such cellar rooms, boiler rooms and store rooms as are not included in the foregoing classification, and excluding armorers' and janitors' quarters. For armories of squadrons, troops, batteries and signal corps, in addition to the above, one laborer to each ten horses therein stabled and used for military purposes by such squadron, troop, battery or signal corps. Before any such appointment is made, the necessity for the employment of such laborer or laborers shall be certified by the commanding officer of the brigade, and such certificate shall be filed in the office of the disbursing officer of the county in which the armory or arsenal is situated. A certificate of the number of feet of floor surface of each armory or arsenal in which laborers are appointed shall be made by the engineer of the brigade and approved by the commanding officer of the brigade within whose command such armory or arsenal is located, and filed in the office of the disbursing officer of the county in which the armory or arsenal is located, except as to counties wholly or partly within the city of New York, when it shall be filed with the comptroller of said city.*

§ 3. A new section is hereby added to article nine of said chapter to be known as section one hundred and forty-four, and to read as follows:

§ 144. The word armory wherever used in this article shall include suitable stables and stabling accommodations for mounted organizations.

§ 4. This act shall take effect immediately.

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*In connection with section 139 relating to laborers should be read section 140 of the military code relating to their compensation:

§ 140. **Compensation of employees in armories.**—The persons appointed under the provisions of the two preceding sections shall receive compensation for the time actually and necessarily employed in their duties, to be fixed by the commanding officer appointing such persons as follows: When employed in armories or arsenals located in cities, armorers, janitors and engineers, not to exceed four dollars per day, unless the city has a population of less than two hundred thousand, in which case such compensation shall not exceed three dollars per day, and two dollars per day in armories or arsenals not located in cities; laborers not to exceed two dollars per day, which compensation, as certified to by the commanding officer appointing such persons, under the provisions of the two preceding sections, shall be paid semi-monthly upon the certificate of such officer, and shall be a county charge upon the county in which such armory or arsenal is situated, and shall be levied, collected and paid in the same manner as other county charges are levied, collected and paid. A commissioned officer in active service shall not be eligible for appointment to, and shall not hold the position of armorer, janitor, engineer or laborer in any arsenal or armory.

APPENDIX II.

JUDICIAL DECISIONS AFFECTING THE INTERESTS OF LABOR.

THE EIGHT-HOUR LAW.

(1) The Court of Appeals holds that it is not a Crime for an Independent Contractor of a Municipality to Exact more than Eight hours' Work from Employees.

[The People of the State of New York v. The Orange County Road Construction Company, argued Jan. 22, 1903; decided April 28, 1903—175 N. Y. Rep. 84—reversing 73 App. Div. 581.]

CULLEN, J. The appellant was indicted for having in violation of subdivision 1, section 384h of the Penal Code required more than eight hours' work for a day's labor from certain of its employees, it being at the time a contractor with the county of Orange for the performance of a contract entered into by the latter with the state for the improvement of a public highway. The defendant demurred to the indictment on the ground that the facts stated therein did not constitute a crime, because the section of the Penal Code quoted was unconstitutional and void. The County Court sustained the demurrer. The Appellate Division reversed the judgment and overruled the demurrer. From the order of the Appellate Division this appeal is taken.

It seems to me to be entirely clear that the statute cannot be upheld as an exercise of the police power vested in the legislature. I should think the proposition too plain for debate. But if this assertion be considered dogmatic then I say that the question is settled by the decisions both of this court and the Supreme Court of the United States. While the field for the exercise of the police power, subject to which all property is possessed by the citizen and all his callings or vocations must be pursued, is very broad, so broad that no court has sought to define accurately its extent, still it is subject to recognized limitations. In the interest of public health, of public morals and of public order, a state may restrain and forbid what would otherwise be the right of a private citizen. It may enact laws to regulate the extent of the labor which women and children or persons of immature years shall be allowed to perform, and prohibit altogether their employment in dangerous occupations. (*Commonwealth* v. *Hamilton Manufacturing Co.*, 120 Mass. 383; Tiedeman's Police Power, §85.) It may limit the hours of employment of adults in unhealthy work (*Holden* v. *Hardy*, 169 U. S. 366), and it may be that it could prohibit the performance of excessive physical labor in all callings. But as said in *Matter of Jacobs* (98 N. Y. 98) and *People* v. *Gillson* (109 N. Y. 389), while it is generally for the legislature to determine what laws and regulations are needed to protect the public health and serve the public comfort and safety, such measures must have some relation to these ends. In that case a law prohibiting the manufacture of cigars or preparations of tobacco in tenement houses was held unconstitutional because it bore no relation to the health of the occupants of tenement houses. If there were three families or less

in the tenement house, however numerous their members, the manufacture was allowed, while if there were more than three families, however few their members and however large and extensive the house, the manufacture was forbidden. The statute now before us does not deal with the character of the work, the age, sex or condition of the employees, not even the personality of the employer, but applies only to the case of a contract with the state or a municipality. What possible bearing on the health or security of the employees or on public health has the fact that the employer is executing a contract for the construction or performance of a state or municipal work? The defendant might be constructing in the next town a road for a turnpike company or for its own use. In this work it could require labor for as many hours a day as it saw fit and could get workmen to perform. Yet the same action, involving exactly the same character of work, when done in performance of a contract with the public is by this statute made criminal. If we assume that a general statute forbidding in all cases the performance of physical labor for more than eight hours out of the twenty-four would be constitutional, that concession would not sustain the validity of the act before us. The vice of the statute is the arbitrary distinction drawn between persons contracting with the state and other employers. In *Gulf, etc., R. R. Co.* v. *Ellis* (165 U. S. 150) a statute which authorized the award of judgment in actions against railway companies of costs not given in suits against other defendants, was held void as violating the equal protection of the law guaranteed by the Federal Constitution in that it singled them out from all citizens and corporations. It was there said: "Classification for legislative purposes must have some reasonable basis upon which to stand. But arbitrary selection can never be justified by calling it classification. The equal protection demanded by the Fourteenth Amendment forbids this." To the same effect is *Cotting* v. *Kansas City Stock Yards Company* (183 U. S. 79) and the recent case of *Connolly & Dee* v. *Union Sewer Pipe Company* (184 U. S. 540), in the latter of which cases it was held that a statute of Illinois which forbade business combinations for certain purposes was void because there was excepted from its application agriculturists and live stock dealers. The same doctrine has been recently held by this court in *Matter of Pell* (171 N. Y. 48. See *People ex rel. Tyroler* v. *Warden*, 157 N. Y. 116; *Colon* v. *Lisk*, 153 N. Y. 188).

It is urged that the work is a state work and that the legislature may prescribe rules for the manner in which it is to be performed. As a general proposition this is doubtless true. The state may prescribe regulations for the conduct of its employees. Those employees must comply with the mandate of the legislature. If in the case of a private person his foreman or manager should, in intentional violation of the master's command, exact more than eight hours' work a day from the men working under him, the master might discharge him even though his contract of employment was for a definite term. In the case of the state the employer being not only master but sovereign it may be that it could go further and make the violation of its mandates criminal. This statute, however, does not deal with employees, at least not exclusively with them. The section reads: "Any person or corporation who, contracting with the state or a municipal corporation, shall require more than eight hours' work, for a day's labor * * * is guilty of a misdemeanor." The statute does not define the

meaning of "contracting with the state or a municipal corporation." Doubtless a person who is a mere employee of the state or of a municipal corporation contracts for the performance of his service. I suppose, however, the statute was intended to apply to the case of what is known in law as an independent contractor; that is to say, one who contracts to perform the work at his own risk and cost, the workmen being his servants and he, not the state or corporation with whom he contracts, being liable for their misconduct. If it does not apply exclusively to such contractors it includes them. If not, that is the end of this case, for it does not appear in the indictment that the defendant was not an independent contractor. Now, while as I have said, if the state itself prosecutes a work it may dictate every detail of the service required in its performance; prescribe the wages of workmen, their hours of labor and the particular individuals who may be employed, no such right exists where it has let out the performance of the work to a contractor unless it is reserved by the contract. The state in this respect stands the same as its citizens. Its rights are just as great as those of private citizens but no greater.

As the law cannot be upheld either as a valid exercise of the police power, or because the work was being done for the state, to sustain it some other ground must be found on which it may rest. Only one is suggested. On the same day upon which the section of the Penal Code before us became a law there was enacted chapter 415 of the Laws of 1897, known as the Labor Law. By section 3 of that act it was provided that eight hours should constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic labor, unless otherwise provided by law. It was further provided that this should not prevent an agreement for overwork for extra compensation. By chapter 567 of the Laws of 1899 this section was amended so as to withdraw from the exception provided by it work done by or for the state or municipal corporation or by contractors or sub-contractors therewith. It further provided that every contract with the state or a municipal corporation which involved the employment of laborers, workmen or mechanics, should contain a stipulation that no laborer, workman or mechanic in the employ of the contractor, subcontractor or other persons doing or contracting to do the whole or a part of the work contemplated by the contract should be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and (in substance) that for failure to comply with this stipulation the contractor should forfeit his contract and his compensation. It is contended that the legislature may punish criminally a violation by the contractor of his obligations assumed under the provisions of this law. This presents the question of whether the legislature can make the breach of a civil contract solely as such a criminal offense. I am not now prepared either to assert or deny the correctness of the proposition. The only case in which there is any discussion of the question which thus far has come to my attention is that of *Robertson* v. *Baldwin* (165 U. S. 275). There the discussion is cursory and incidental, the question not being necessarily involved in the case. The appeal presented the constitutionality of the Federal statute which authorizes the arrest of deserting seamen and their return to the vessels which they may have deserted, which was challenged as violating

the thirteenth amendment of the Constitution forbidding slavery or involuntary servitude. The statute was held good. In the majority opinion, Judge Brown, after referring to an English statute which made artificers and handicraftmen, who might desert the service of their masters before the expiration of the period for which they had contracted to serve, subject to imprisonment, said: "The breach of a contract for personal services has not, however, been recognized in this country as involving a liability to criminal punishment, except in the case of soldiers, sailors and possibly some others, nor would public opinion tolerate a statute to that effect." In his dissenting opinion Judge Harlan said: "If it be said that government may make it a criminal offense, punishable by fine or imprisonment or both, for any one to violate his private contract voluntarily made, or to refuse without sufficient reason to perform it—a proposition which cannot, I think, be sustained at this day in this land of freedom—it would by no means follow that government could," &c. Granting, however, the claim that the legislature can provide for the punishment criminally of a willful violation by the contractor of the contract provisions alluded to, it is sufficient to say that the statute before us does not purport to do anything of that kind. If it had provided that any person who, having contracted with the state or a municipality not to require or suffer his employees or workmen to labor more than eight hours a day should violate that agreement, then the question discussed would be presented. Prior to and at the time of the enactment of the section of the Penal Code no law had ever required municipal or state contracts to contain any stipulation as to the time the contractors' workingmen should be suffered or required to labor. The Labor Law as originally passed on the same day authorized in express terms overwork for extra compensation in the performance of state and municipal contracts. The penal statute draws no distinction between contractors whose contracts had been made prior to its enactment and those who might contract subsequently. To fall within its provisions it was sufficient that on the day after its enactment a contractor should require more than eight hours' work a day, though he was engaged in the performance of a contract years old and containing no agreement relating to the hours of labor. The statute does not assume to punish an offender against its provisions because he has violated any contract, but solely because he has done the prohibited act, *i. e.*, required more than eight hours' labor regardless of the terms and conditions of his contract. The statute should, therefore, be condemned in its entirety and cannot be upheld as to the limited class of cases in which it may be the legislature had the power to act but has not acted. In the case of *Wynehamer* v. *People* (13 N. Y. 378; cited, with approval, *Matter of Townsend*, 39 N. Y. 171, 180) a statute authorizing the summary confiscation and destruction of intoxicating liquors was declared void as violating the provision of the Constitution which declares that no person shall be deprived of life, liberty or property without due process of law. It was held that the legislature might constitutionally prevent the future manufacture or importation of such liquors. But it was further held that inasmuch as the act did not discriminate between such liquors as were possessed when it took effect as a law and such as that might thereafter be acquired by importation or manufacture and did not warrant any defense based on that distinction, it could not be sustained in respect to any liquor whether

existing at the time when the act took effect or acquired subsequently. This case is not similar to that recently before us in *People ex rel. Devery* v. *Coler* (173 N. Y. 103), where we held a portion of the statute valid regardless of the question whether other parts of the statute were constitutional or not.

But if we assume that the statute can be upheld as one inflicting punishment for the willful violation of a contract, and if we further assume that the statute *ex proprio vigore* imported into every contract subsequently made an agreement by the contractor not to require more than eight hours' work in a day from his employees, the indictment would still be fatally defective. To make out an offense under this view of the law it would be necessary to charge that the contractor in one way or the other, either by express agreement or by force of the statute, contracted not to require more than eight hours' labor. The indictment does not charge any stipulation to that effect in the contract, nor does it charge that the contract between the defendant and the county of Orange was made subsequent to the enactment of the statute. There is nothing, therefore, alleged which charges that the defendant by requiring more than eight hours' labor violated any provision of its contract either express or implied.

The order should be reversed, the demurrer sustained and the defendant discharged.

HAIGHT, J. (dissenting). The demurrer to the indictment relied upon is to the effect that the facts stated therein do not constitute a crime for the reason that the first subdivision of section 384-h of the Penal Code, under which the indictment was drawn, is unconstitutional and void. The question, therefore, raised for consideration is the constitutionality of that act and no other question is presented for determination. Whether the indictment is defective in failing to charge certain facts or the statute is wanting in some particular to make it effective, are questions with which we have nothing to do upon this review. The question discussed upon the argument of this appeal was the constitutionality of the eight-hour clause of the statute. This was the question raised by the demurrer and I think that it should now be decided by this court. If questions other than this are to be now determined then I think a reargument should be ordered so that the court may have the aid to be derived from a careful discussion of the question by counsel.

Bartlett, Martin and Vann, JJ., concur with Cullen, J. Parker, Ch. J., and Werner, J., concur in the result on the sole ground that the indictment is insufficient because it fails to allege that the contract therein referred to was made subsequent to the enactment of the statute, but they dissent from even the expression of a doubt as to the power of the State to enforce its constitutional mandate by making a violation thereof a crime, whether such violation arises under contract with the State or otherwise. Haight, J., dissents.

Order reversed, etc.

(2) Attorney-General's Opinion as to the Scope of the Foregoing Decision.

STATE OF NEW YORK:

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *May* 5, 1903.

WILLIAM P. SPRATLING, M. D., *Superintendent Craig Colony, Sonyea, N. Y.:*

DEAR SIR.—Replying to your favor of the 1st instant, inquiring as to the duty on the part of the contractors doing work for the colony, to observe the eight-hour law, I beg leave to say:

The recent decision of the Court of Appeals, pronouncing unconstitutional that section of the Penal Code which declared it a misdemeanor for any person contracting with the State or a municipal corporation to require more than eight hours' work for a day's labor, applies only to the particular statute declaring such action a crime. The decision does not lessen in any degree the duty of officials making contracts in behalf of the State, to require the stipulations specified in section 3 of the Labor Law, that no laborer, workman or mechanic shall be permitted or required to work more than eight hours a day, and that the contract will be void if such requirements are not complied with; nor is a contractor who has entered into a contract with the State containing the aforesaid stipulations in any degree released from the obligations of his contract.

Replying to your question as to the rights of laborers employed by the colony directly, I am of the opinion that in cases of direct employment more than eight hours per day cannot be lawfully required or permitted, except in cases of employees engaged in farm or domestic service.

Respectfully yours,

JOHN CUNNEEN,
Attorney-General.

STATE OF NEW YORK:

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *October* 1, 1903.

To the Honorable the Commissioner of Labor, Albany, N. Y.:

SIR.—Your communication of the 26th ult., referring to your former letters of August 15th and June 30th, at hand. I note that you inquire:

"First—Does the decision of the Court of Appeals (*People* v. *Orange County Road Construction Company*, 175 N. Y., 84) affect the Labor Law, and if so, to what extent?

Second—Does that decision affect the powers and duties of this department [Department of Labor] under the Labor Law, and if so, to what extent?

Third—In view of such decision, what power has the Labor Department to compel the enforcement of section 3 of the Labor Law?"

After a careful examination of the opinion of Judge Cullen in People vs. Orange County Road Construction Company, 175 N. Y., I have arrived at the following conclusions:

First. This case does not construe the Labor Law in any way. It simply holds that section 384h, subdivision 1, of the Penal Code is unconstitutional, and as an authoritative and final decision it has no effect on the Labor Law apart from such section of the Code, other than as the reason-

ing adopted by the court might be applied in any future litigation that arose under sections 3 and 4 of the Labor Law.

Second. I do not see that the decision in question affects the powers and duties of your department under the Labor Law, except in so far as to prevent your availing yourself of the penalties provided for by section 384h of the Penal Code.

Third. Considering that the decision of the Court of Appeals in the People vs. Orange County Road Construction Company has eliminated subdivision 1 of section 384h as a factor in enforcing the provisions of the Labor Law, it would seem that the only power left in your department for the enforcement of such provisions is to be found in section 4 of the Labor Law, which provides for the removal of certain officers, agents or employees who violate its provisions, and for the maintenance of an action for the cancellation or avoidance of any contract which by its terms or manner of performance violates the Labor Law.

Yours respectfully,

JOHN CUNNEEN,
Attorney-General.

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(3) United States Supreme Court Upholds the Kansas Eight Hour Law.

[Atkin v. Kansas, submitted to the court May 1, and decided Nov. 30, 1903. Statement of case and opinion of the court by Justice Harlan, 191 U. S. 207.]

This case involves the validity under the Constitution of the United States of the statute known as the Eight Hour Law of Kansas of 1891, c. 114, being sections 3827, 3828 and 3829 of the General Statutes of 1901 of that State.

By the first section of that act it was provided that "Eight hours shall constitute a day's work for all laborers, workmen, mechanics or other persons now employed, or who may hereafter be employed by or on behalf of the State of Kansas, or by or on behalf of any county, city, township or other municipality of said state, except in cases of extraordinary emergency which may arise in time of war or in cases where it may be necessary to work more than eight hours per calendar day for the protection of property or human life: provided, that in all such cases the laborer, workmen, mechanics or other persons so employed and working to exceed eight hours per calendar day shall be paid on the basis of eight hours constituting a day's work: provided further, that not less than the current rate of per diem wages in the locality where the work is performed shall be paid to laborers, workmen, mechanics and other persons so employed by or on behalf of the State of Kansas, or any county, city, township or other municipalities of said State; and laborers, workmen, mechanics and other persons employed by contractors or sub-contractors in the execution of any contract or contracts within the State of Kansas, or within any county, city, township or other municipality thereof shall be deemed to be employed by or on behalf of the State of Kansas or of such county, city, township or other municipality thereof."

The second section declared that "All contracts hereafter made by or on behalf of the State of Kansas, or by or on behalf of any county, city, township or other municipality of said State, with any corporation, person

or persons, for the performance of any work or the furnishing of any material manufactured within the State of Kansas shall be deemed and considered as made upon the basis of eight hours constituting a day's work; and it shall be unlawful for any such corporation, person or persons to require or permit any laborer, workman, mechanic or other person to work more than eight hours per calendar day in doing such work or in furnishing or manufacturing such material, except in the cases and upon the conditions provided in section 1 of this act."

The third section makes any officer of Kansas, or of any county, city, township or municipality of that State, or any person acting under or for such officer, or any contractor with the State, or any county, city, township or other municipality thereof, or other person violating any of the provisions of the act, liable for each offense, and subject to be punished by a fine of not less than $50 nor more than $1,000, or by imprisonment not more than six months, or by both fine and imprisonment, in the discretion of the court.

It may be stated that the act exempts existing contracts from its provisions.

The present prosecution was under the above act, and was commenced in one of the courts of Kansas.

The complaint in its first count charged that Atkin contracted with the municipal corporation of Kansas City to do the labor, and furnish all materials for the construction of a brick pavement upon Quindaro Boulevard, a public street of that city; and having hired one George Reese to shovel and remove dirt in execution of the work, did knowingly, wilfully and unlawfully permit and require him to labor ten hours each calendar day upon said work, there being no extraordinary emergency arising in time of war, nor any necessity for him to labor more than eight hours per day for the protection of property or of human life.

The second count contained the same allegations as to the general nature of Atkin's contract, and charged that he unlawfully hired Reese to labor on the basis of ten hours as constituting a day's work by contracting to pay the current rate of wages, which in that locality was the sum of $1.50 per day, and unlawfully exacted and required of him that he labor ten hours each calendar day in order to be entitled to the current wages of $1.50 per day, there being no extraordinary emergency arising in time of war, nor any necessity for him to labor more than eight hours for the protection of property, or of human life.

The defendant moved to quash each count, upon the grounds, among others, that the statute in question, in violation of the first section of the fourteenth amendment to the Constitution of the United States, deprived him of his liberty and property without due process of law and denied him the equal protection of the laws.

The motion to quash was overruled, and the case was heard upon an agreed statement of facts.

It appears from that statement that the parties stipulated, for the purposes of the case, that Kansas City was under a duty to keep its streets and highways in repair, and make all contracts to grade and pave them and for all other public improvements within its limits; that the defendant entered into a contract with the city to construct a pavement on Quindaro

Boulevard, a public highway in that city, and employed, among others, one George Reese to perform the labor of shoveling and removing dirt in the prosecution of that work; permitted him to work more than eight hours on each calendar day, although there was no extraordinary emergency arising in time of war, nor any necessity that he or any other person engaged on the work should work more than eight hours for the protection of property or human life; that the agreement with Reese was to pay fifteen cents per hour and no more, the current rate of wages for such work in that locality being $1.50 for ten hours' labor per day; and that the defendant exacted and required of him that he work ten hours each calendar day in order to be entitled to the current wages of $1.50 per day; that if the contractor had been compelled to pay Reese and other laborers at the rate of $1.50 per day for eight hours' work, his compensation would have been diminished by one hundred dollars; that Reese was not compelled, required or requested to work more than eight hours in any one day, but did so voluntarily, and was permitted and allowed to work ten hours in each calendar day in order to earn $1.50 in a calendar day; that he was employed at his own solicitation, and entered into the agreement with Atkin freely, and worked at the time and place mentioned in the complaint with the knowledge, consent and permission of defendant; that it was not the intention, expectation, desire or agreement of Reese or of the defendant that the former should ask, demand or receive the same compensation for eight hours' work as was paid for ten hours' work each calendar day to laborers doing the same kind of work for persons having contracts with private persons or corporations; that he was hired and employed without the knowledge or consent of the city, and neither the city nor its officers, had or exercised any control or supervision over him, he being the servant of the defendant and not of the city; and, that the contract between the defendant and the city did not contain any provision as to the number of hours laborers should work in a calendar day, nor any provision as to their compensation, but left the contractor free as to the means and manner of performing his contract.

It was also stipulated that the labor performed by Reese was healthful outdoor work, not dangerous, hazardous or in any way injurious to life, limb or health, and could be performed for a period of ten hours during each working day of the week without injury from so doing, and that the labor he was employed to perform and did perform, "was in no respect or manner more dangerous to the health or hazardous to life or limb or to the general welfare of the said George Reese or other persons doing such work than the labor performed by persons doing the same kind of or character of work as the employes or [of] contractors having contracts to do the same kind of work for private persons, firms or corporations, or as the servants of private persons, firms or corporations."

It was further stipulated that the work of shoveling and removing dirt in the construction of a pavement was in all respects the same whether the pavement be constructed for a city or other municipality or for a private person, firm or corporation.

Such was the case presented for the determination of the trial court.

The prosecution resulted in a judgment against the defendant, and he was sentenced to pay a fine of fifty dollars on each count of the complaint.

Motions in arrest of judgment and for new trial having been denied, the case was taken to the Supreme Court of Kansas, which affirmed the judgment and sustained the validity of the statute.

The case has been stated quite fully, in order that there may be no dispute as to what is involved and what not involved in its determination.

No question arises here as to the power of a State, consistently with the Federal Constitution, to make it a criminal offense for an employer in purely private work in which the public has no concern, to permit or to require his employes to perform daily labor in excess of a prescribed number of hours. One phase of that general question was considered in *Holden* v. *Hardy*, 169 *U. S.* 366, in which it was held that the Constitution of the United States did not forbid a State from enacting a statute providing—as did the statute of Utah there involved—that in all underground mines or workings and in smelters and other institutions for the reduction or refining of ores or metals, the period of the employment of workmen should be eight hours per day, except in cases of emergency, when life or property is in imminent danger. In respect of that statute, this court said. "The enactment does not profess to limit the hours of all workmen, but merely those who are employed in underground mines, or in the smelting, reduction or refining of ores or metals. These employments, when too long pursued, the legislature has judged to be detrimental to the health of the employes, and so long as there are reasonable grounds for believing that this is so, its decision upon this subject cannot be reviewed by the Federal courts. While the general experience of mankind may justify us in believing that men may engage in ordinary employments more than eight hours per day without injury to their health, it does not follow that labor for the same length of time is innocuous when carried on beneath the surface of the earth, where the operative is deprived of fresh air and sunlight, and is frequently subjected to foul atmosphere and a very high temperature, or to the influence of noxious gases, generated by the processes of refining or smelting."

As already stated, no such question is presented by the present record; for, the work to which the complaint refers is that performed on behalf of a municipal corporation, not private work for private parties. Whether a similar statute, applied to laborers or employes in purely private work, would be constitutional, is a question of very large import, which we have no occasion now to determine or even consider.

Assuming that the statute has application only to labor or work performed by or on behalf of the State, or by or on behalf of a municipal corporation, the defendant contends that it is in conflict with the fourteenth amendment. He insists that the amendment guarantees to him the right to pursue any lawful calling and to enter into all contracts that are proper, necessary or essential to the prosecution of such calling; and that the statute of Kansas unreasonably interferes with the exercise of that right, thereby denying to him the equal protection of the laws. *Allgeyer* v. *Louisiana*, 165 *U. S.* 578; *Williams* v. *Fears*, 179 *U. S.* 270. In this connection, reference is made by counsel to the judgment of the Supreme Court of Kansas in *Ashby's case*, 60 *Kan.* 101, 106, in which that court said: "When

the Eight Hour Law was passed the Legislature had under consideration the general subject of the length of a day's labor for those engaged on public works at manual labor, without special reference to the purpose or occasion of their employment. The leading idea clearly was to limit the hours of toil of laborers, workmen, mechanics, and other persons in like employments, to eight hours, without reduction of compensation for the day's services."

"If a statute," counsel observes, "such as the one under consideration is justifiable, should it not apply to all persons and to all vocations whatsoever? Why should such a law be limited to contractors with the State and its municipalities? . . . Why should the law allow a contractor to agree with a laborer to shovel dirt for ten hours a day in performance of a private contract, and make exactly the same act under similar conditions a misdemeanor when done in the performance of a contract for the construction of a public improvement? Why is the liberty with reference to contracting restricted in the one case and not in the other?"

These questions—indeed, the entire argument of defendant's counsel—seem to attach too little consequence to the relation existing between a state and its municipal corporations. Such corporations are the creatures, mere political subdivisions, of the State for the purpose of exercising a part of its powers. They may exert only such powers as are expressly granted to them, or such as may be necessarily implied from those granted. What they lawfully do of a public character is done under the sanction of the State. They are, in every essential sense, only auxiliaries of the State for the purpose of local government. They may be created, or, having been created, their powers may be restricted or enlarged, or altogether withdrawn at the will of the Legislature; the authority of the Legislature, when restricting or withdrawing such powers, being subject only to the fundamental condition that the collective and individual rights of the people of the municipality shall not thereby be destroyed. *Rogers* v. *Burlington*, 3 *Wall.* 654, 663; *United States* v. *Railroad Company*, 17 *Wall.* 322, 328-9; *Mount Pleasant* v. *Beckwith*, 100 *U. S.* 514, 525; *State Bank of Ohio* v. *Knoop*, 16 *How.* 369, 380; *Hill* v. *Memphis*, 134 *U. S.* 198, 203; *Barnett* v. *Denison*, 145 *U. S.* 135, 139; *Williams* v. *Eggleston*, 170 *U. S.* 304, 310. In the case last cited we said that "a municipal corporation is, so far as its purely municipal relations are concerned, simply an agency of the State for conducting the affairs of government, and as such it is subject to the control of the Legislature." It may be observed here that the decisions by the Supreme Court of Kansas are in substantial accord with these principles. That court, in the present case, approved what was said in *City of Clinton* v. *Cedar Rapids & Missouri River R. R. Co.*, 24 *Iowa*, 455, 475, in which the Supreme Court of Iowa said: "Municipal corporations owe their origin to, and derive their powers and rights wholly from, the Legislature. It breathes into them the breath of life, without which they cannot exist. As it creates, so it may destroy. If it may destroy, it may abridge and control. Unless there is some constitutional limitation on the right, the Legislature might, by a single act, if we can suppose it capable of so great a folly and so great a wrong, sweep from existence all of the municipal corporations in the State, and the corporation could not prevent it. We know of no limitation on this right so far

as the corporations themselves are concerned. They are, so to phrase it, the mere tenants at will of the Legislature." See also *In re Dalton*, 61 *Kans.* 257; *State ex rel.* v. *Lake Koen Company*, 63 *Kans*, 394; *State ex rel* v. *Com'rs of Shawnee Co.*, 28 *Kans.* 431, 433; *Mayor, &c.*, v. *Groshon*, 30 *Md.* 436, 444.

The improvement of the boulevard in question was a work of which the State, if it had deemed it proper to do so, could have taken immediate charge by its own agents; for, it is one of the functions of government to provide public highways for the convenience and comfort of the people. Instead of undertaking that work directly, the State invested one of its governmental agencies with power to care for it. Whether done by the State directly or by one of its instrumentalities, the work was of a public, not private, character.

If, then, the work upon which the defendant employed Reese was of a public character, it necessarily follows that the statute in question, in its application to those undertaking work for or on behalf of a municipal corporation of the State, does not infringe the personal liberty of any one. It may be that the State, in enacting the statute, intended to give its sanction to the view held by many that, all things considered, the general welfare of employes, mechanics and workmen, upon whom rest a portion of the burdens of government, will be subserved if labor performed for eight continuous hours was taken to be a full day's work; that the restriction of a day's work to that number of hours would promote morality, improve the physical and intellectual condition of laborers and workmen and enable them the better to discharge the duties appertaining to citizenship. We have no occasion here to consider these questions, or to determine upon which side is the sounder reason; for, whatever may have been the motives controlling the enactment of the statute in question, we can imagine no possible ground to dispute the power of the State to declare that no one undertaking work *for it or for one of its municipal agencies*, should permit or require an employe on such work to labor in excess of eight hours each day, and to inflict punishment upon those who are embraced by such regulations and yet disregard them. It cannot be deemed a part of the liberty of any contractor that *he* be allowed to do public work in any mode he may choose to adopt, without regard to the wishes of the State. On the contrary, it belongs to the State, as the guardian and trustee for its people, and having control of its affairs, to prescribe the conditions upon which it will permit public work to be done on its behalf, or on behalf of its municipalities. No court has authority to review its action in that respect. Regulations on this subject suggest only considerations of public policy. And with such considerations the courts have no concern.

If it be contended to be the right of every one to dispose of his labor upon such terms as he deems best—as undoubtedly it is—and that to make it a criminal offense for a contractor for public work to permit or require his employe to perform labor upon that work in excess of eight hours each day, is in derogation of the liberty both of employes and employer, it is sufficient to answer that no employe is entitled, of absolute right and as a part of his liberty, to perform labor for the State; and no contractor for public work can excuse a violation of his agreement with the State by doing that which the statute under which he proceeds distinctly and lawfully forbids him to do.

So, also, if it be said that a statute like the one before us is mischievous in its tendencies, the answer is that the responsibility therefor rests upon legislators, not upon the courts. No evils arising from such legislation could be more far-reaching than those that might come to our system of government if the judiciary, abandoning the sphere assigned to it by the fundamental law, should enter the domain of legislation, and upon grounds merely of justice or reason or wisdom annul statutes that had received the sanction of the people's representatives. We are reminded by counsel that it is the solemn duty of the courts in cases before them to guard the constitutional rights of the citizen against merely arbitrary power. That is unquestionably true. But it is equally true—indeed, the public interests imperatively demand—that legislative enactments should be recognized and enforced by the courts as embodying the will of the people, unless they are plainly and palpably, beyond all question, in violation of the fundamental law of the Constitution. It cannot be affirmed of the statute of Kansas that it is plainly inconsistent with that instrument; indeed its constitutionality is beyond question.

Equally without any foundation upon which to rest is the proposition that the Kansas statute denied to the defendant or to his employe the equal protection of the laws. The rule of conduct prescribed by it applies alike to all who contract to do work on behalf either of the State or of its municipal subdivisions, and alike to all employed to perform labor on such work.

Some stress is laid on the fact, stipulated by the parties for the purposes of this case, that the work performed by defendant's employe is not dangerous to life, limb or health, and that daily labor on it for ten hours would not be injurious to him in any way. In the view we take of this case, such considerations are not controlling. We rest our decision upon the broad ground that the work being of a public character, absolutely under the control of the State and its municipal agents acting by its authority, it is for the State to prescribe the conditions under which it will permit work of that kind to be done. Its action touching such a matter is final so long as it does not, by its regulations, infringe the personal rights of others; and that has not been done.

The judgment of the Supreme Court of Kansas is affirmed.

The Chief Justice, Mr. Justice Brewer and Mr. Justice Peckham dissent.

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(4) The Eight Hour Law Not Applicable to Firemen.

[Sweeney v. Sturgis, decided by the Court of Appeals May 19, 1903—175 N. Y. Memoranda 8—affirming 78 App. Div. 460.]

Early in 1902 Thomas Sweeney, an engine driver in the New York city fire department, applied to the Supreme Court for a writ of mandamus requiring Fire Commissioner Sturgis to comply with section 3 of the Labor Law, which provides that eight hours shall be the maximum hours of work for "all classes of employees" of public authorities. On May 12, 1902, Justice Gaynor, before whom the proceeding was heard at Special Term, denied Sweeney's application, holding that "the firemen of this

city are not within the words or the intention of the statute, prescribing eight hours as a day's work for workmen, laborers or mechanics on public works of cities; nor are they 'employees' within the meaning of such statute."

In January, 1903, Justice Gaynor's decision was unanimously affirmed by the Second Appellate Division and on May 19 by the Court of Appeals. No opinion was handed down by the latter court. The opinion of the Appellate Division, written by Justice Goodrich, notes that the word "employee" is defined in the law as a "mechanic, workingman or laborer who works for another for hire" and holds that "the word 'hire' does not relate to public officers or others holding positions under the city, who are included in the classified lists of the civil service law, such as the uniformed members of the fire department." No contract of hiring is made with them; they receive annual salaries, not wages, either in the common or legal acceptation of the term. Under section 737 of the city charter they receive a warrant of appointment signed by the fire commissioner; under section 738 they take an oath of office; under other sections they are graded in rank. They become entitled to pensions under certain conditions. "Their rights and privileges clearly differentiate them from laborers working for hire."—78 *App. Div.* 460.

FACTORY INSPECTION.

Jurisdiction Over the Erection of Fire Escapes on Factory Buildings in New York City.

[The City of New York v. The Trustees of the Sailors' Snug Harbor in the City of New York, decided at the July Term, 1903—85 App. Div. 355.]

O'BRIEN, J. The question at issue is whether under the present law, the superintendent of buildings in the city of New York, or the Factory Inspector of the State, has jurisdiction to require the erection of fire escapes on factory buildings in the borough of Manhattan. It appears that the defendant is the owner of a factory building known as Nos. 24 to 34 University place in the borough of Manhattan, upon which the superintendent of buildings directed it to put a fire escape of a particular kind and pattern, but which it neglected to do on the ground that jurisdiction over the subject was vested in the State Factory Inspector. One curious to trace the history of the legislation on this subject of fire escapes since 1882 will find it contained in sections 427 and 499 of the Consolidation Act (Laws of 1882, chap. 410). Section 499 (as amd. by Laws of 1885, chap. 456, § 28) was amended by section 26, chapter 566 of the Laws of 1887. The next amendment of the Consolidation Act affecting this question is contained in chapter 275 of the Laws of 1892. With respect to legislation affecting the department of labor of the State of New York, we have chapter 409 of the Laws of 1886, as amended by chapter 673 of the Laws of 1892; and the latter contains the first enactment by the Legislature giving to the Factory Inspector jurisdiction over fire escapes on factories in the State. It will be noticed that in 1892 the situation was that the general law gave jurisdiction over fire escapes on

factories to the Factory Inspector, and such law was passed at the same session and but a short time after the passage of the special law giving jurisdiction over all fire escapes in the city of New York to the department of buildings in that city.

The question of how far the special act was affected by the general act on the same subject was directly passed upon in the case of *People* v. *Pierson* (59 Hun. 450). Therein the question was whether the provisions of chapter 720 of the Laws of 1887, the general act relating to fire escapes in hotels, applied to the city of New York, and whether that subject was covered so far as that city was concerned by section 499, chapter 410 of the Laws of 1882 (Consol. Act), as amended by chapter 566 of the Laws of 1887, and it was held that the provisions of the general law did not apply, and that "where it appears that the Legislature has passed an act relating to a certain subject in a particular city, said act being in all respects more precise and far-reaching than a general act relative thereto passed subsequently, but going into effect a few days earlier than the special act, the court will assume that the general act was not intended to repeal, supersede or modify the special enactment." We have authority, therefore, for the proposition that, under the laws as they existed in 1892, and until the enactment of the Labor Law of 1897 (Laws of 1897, chap. 415), the superintendent of buildings in the city of New York had "full and exclusive power and authority within said city to direct fire escapes and other means of egress to be provided upon and within said" buildings, including factories (Consol. Act. § 498, as amd. by Laws of 1892, chap. 275). By that general act (Labor Law), which took effect on June 1, 1897, it was provided (§ 82): "Such fire escapes as may be deemed necessary by the Factory Inspector shall be provided on the outside of every factory in this State, consisting of three or more stories in height."

That this act was not intended to supersede all local statutes dealing with factories and other commercial buildings in New York city is shown by the provisions of section 90, which, while conferring authority upon the Factory Inspector to examine into the general condition as to safety of factory buildings, and authorizing him to give orders with respect thereto, expressly excepted the cities of New York and Brooklyn from such provisions. It is urged, however, that this exception as to inspection for safety shows an intention upon the part of the Legislature to confer upon the Factory Inspector power over fire escapes in New York city; because in respect thereto no such exception relating to the cities of New York and Brooklyn was expressly enacted. It was also provided in the Labor Law of 1897 (§ 66) that the Factory Inspector may establish and maintain a sub-office in the city of New York; and upon this the argument is made that this provision is indicative of the legislative intent that jurisdiction over fire escapes should be vested in that officer. It is further argued that the city of New York as now constituted embraces many boroughs in addition to Brooklyn and Manhattan, which are not controlled by the provisions of the Consolidation Act; and that, therefore, though it be held that the latter act applied to the old city of New York, it could not be regarded as applicable to the territory embraced within the greater city, and that it would be incongruous to have within the greater city two departments exercising with respect to the same subject jurisdiction in dif-

ferent boroughs. Such arguments are pertinent and helpful, but by no means conclusive, we perferring, because more certain, to follow the more general and well-settled canons of construction in order to determine what was the legislative intent.

The force and effect, moreover, of these arguments is greatly weakened by the fact appearing that at the same session of the Legislature, and but nine days prior to the adoption of the Labor Law, the Greater New York charter (Laws of 1897, chap. 378) was enacted.

We are thus confronted with a condition of the law not radically different from that existing in 1892, and find at both periods a general law and a special law relating to the same subject and passed at the same session of the Legislature. By a like process of reasoning we should reach the conclusion that by the general act it was not intended, in the absence of an express repeal (which in this case does not exist), to destroy the local act which had just been enacted. By section 647 of the charter it was provided. "The several acts in effect at the time of the passage of this act concerning, affecting or relating to the construction, alteration or removal of buildings or other structures in any of the municipal and public corporations included within the city of New York as constituted by this act are hereby continued in full force and effect in such municipal and public corporations respectively, except in so far as the same are inconsistent with or are modified by this act; provided, however, that the municipal assembly shall have power to establish and, from time to time, to amend a code of ordinances to be known as the 'building code,' providing for all matters concerning * * * the construction, alteration or removal of buildings or structures erected or to be erected in the city of New York as constituted by this act. * * * The provisions of such 'building code' shall be in conformity with and be subject to all general laws of the estate (*sic*) concerning, affecting or relating to buildings or classes of buildings or other structures."

That the exclusive jurisdiction which the building department had over fire escapes, and which we think existed up to 1897, was continued under this section of the charter, we would regard as placed beyond doubt were it not for the provision authorizing the municipal assembly to enact a Building Code, and the language which we have quoted at the end of section 647 that the provisions of such Building Code shall be in conformity with and be subject to all general laws of the State concerning buildings. We think that the meaning to be attached to this language is that which has been frequently given to similar language when used by the Legislature as declarative of the general rule that ordinances must be in conformity with the laws of the State. We think, with the plaintiff, that "it is not reasonable to suppose that on May 4, 1897, the Legislature should have registered its declaration that the carefully prepared system applicable to all buildings in New York City should continue and then, on May 13, 1897, should have meant to declare that, as soon as a Building Code was passed, this carefully worked out plan should cease to apply to one class of buildings—factories. It certainly meant to except New York City from the application of this portion of the Labor Law, since that city was already amply provided for. If the Municipal Assembly had seen fit to provide in the Code that no factories in New York City should be

provided with fire escapes, perhaps this provision would be void as inconsistent with the Labor Law; but the provisions of section 103 (of the Building Code) are in harmony with that law, and are valid." Any other construction would impute to the Legislature an intent that in the city of New York the superintendent of buildings should have jurisdiction with respect to fire escapes on factories until such time as the Building Code was enacted, and then when such Building Code was enacted, that with respect to factories such jurisdiction should cease.

We think that this would be a forced construction to give to the language, and that, on the contrary, the whole trend of the Legislation since 1892 to which attention has been called, down to 1897, when the Labor Law was passed, shows a clear legislative scheme of having the jurisdiction of the Factory Inspector apply to all the State except cities like the city of New York, wherein full and ample provision had been made for carrying out the same character of remedial legislation affecting the construction, management and equipment of factory and other buildings.

If we are right in our construction that the Building Code as enacted pursuant to authority, continued the jurisdiction which was conferred upon the superintendent of buildings over fire escapes in the city of New York, it will be well to note that this Building Code is confirmed by section 407 of the revised charter (Laws of 1901, chap. 466), which reads as follows: "The building code which shall be in force in the city of New York on the first day of January, nineteen hundred and two, and all then existing provisions of law fixing the penalties for violation of said code, and all then existing laws affecting or relating to the construction, alteration or removal of buildings or other structures within the city of New York are hereby declared to be binding and in force in the city of New York." In view of this ratification by the Legislature of the power to enact the Building Code, we fail to see why the Building Code should not be given the same force within the corporate limits as the statute passed by the Legislature itself. (*Village of Carthage* v. *Frederick*, 122 N. Y. 268; *Griffin* v. *City of Gloversville*, 67 App. Div. 403; *City of Buffalo* v. *N. Y., L. E. & W. R. R. Co.*, 152 N. Y. 276.)

Passing, however, from these special considerations to a general survey and review of the subject, we think it apparent from the history of the legislation to which we have attempted briefly to refer, that it is therein shown that although it was the intention to enact a general law which would confer exclusive jurisdiction upon the Factory Inspector in other parts of the State, there was certainly no express—nor do we think there was an implied—repeal of the special and local law which conferred upon the superintendent of buildings in the city of New York the right power to assume jurisdiction within that territory over the subject of fire escapes on factories. The fact that both in 1892 and 1897, when the general laws on the subject were passed, at the same session local laws bearing on the same subject and relating to the city of New York were enacted, brings the whole subject within the rule of construction urged by the city, that "a special statute providing for a particular class of cases is not repealed by a subsequent statute general in its terms, provisions and application, unless the intent to repeal it is manifest, although the terms of the general act are broad enough to include the cases embraced in the special law."

This statement of the rule we think well summarizes the controversy. Taking the Labor Law and its general terms it would seemingly be of general application to the entire State; but to give it such an application would render nugatory the special and local law which is shown to have been carefully prepared and passed at the same session of the Legislature at which such general law was enacted. Were it the intention of the Legislature to destroy the work of the day before, it would have been easy to have said so. But in the absence of such expression, and in view of the course of legislation on the subject since 1882, we think it was the intention of the Legislature by the enactment of the local and special law to leave in the city of New York jurisdiction to the proper officer of that city over the subject of fire escapes upon factories therein.

Upon the facts, therefore, we think that judgment should be for the plaintiff, with costs.

Van Brunt, P. J., Ingraham, McLaughlin and Hatch, JJ., concurred.
Judgment ordered for plaintiff, with costs.

Opinion of the Attorney-General.

STATE OF NEW YORK:

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *January* 16, 1904.

To the Honorable the Commissioner of Labor:

SIR.—I have your favor of the 14th inst., in which you ask if, in view of the provision of section 62 of the Labor Law clothing the factory inspector with power to enforce "any lawful municipal ordinance, by-law or regulation relating to factories or their inspection," you are not justified in continuing to issue orders requiring the erection of fire escapes on factory properties in Greater New York, notwithstanding the decision of the Appellate Division of the Supreme Court, First Department (City of New York v. Trustees, 85 App. Div., 355), holding that exclusive jurisdiction over fire escapes on factory buildings in Greater New York is vested in superintendent of buildings of that city.

Sections 82 and 83 of the Labor Law, which provide for "such fire escapes as may be deemed necessary by the factory inspector on the outside of every factory in this State consisting of three or more stories in height." have been by the Supreme Court in the case above cited, held to have no application to factory buildings in the city of New York.

In determining whether or not you have a right to enforce local ordinances relating to factories or their inspection in the city of New York, two sections of the Labor Law must be considered:

Section 90 of the Labor Law reads in part as follows:

"the factory inspector, or other competent person designated by him, upon request, shall examine any factory *outside of the cities of New York and Brooklyn*, to determine whether it is in a safe condition. If it appears to him to be unsafe, he shall immediately notify the owner, agent or lessee thereof, specifying the defects, and require such repairs and improvements to be made as he may deem necessary."

Section 62 of the Labor Law contains this provision:

"Any lawful municipal ordinance, by-law or regulation relating to factories or their inspection, in addition to the provisions of this chapter and not in conflict therewith, shall be observed and enforced by the factory inspector."

In construing a statute, the several parts thereof must be read in connection with each other and the statute must be viewed as a whole.

Applying this principle of construction, I am of the opinion that the power given to the factory inspector by section 62 of the Labor Law to enforce lawful municipal ordinances relating to factories or their inspection, while apparently of general application to the entire State, is yet so limited by section 90 as to apply only to localities outside of the former cities of New York and Brooklyn.

The decision of the Appellate Division, above cited, that the jurisdiction over fire escapes in the city of New York is vested exclusively in the building department of that city, is, I think, controlling upon the question you submit.

"Exclusive jurisdiction over fire escapes upon factory buildings in the city of New York," must be held to include not only exclusive jurisdiction to prescribe rules and regulations for the construction of such fire escapes, but also exclusive jurisdiction to cause such rules and regulations to be enforced.

Respectfully yours,

JOHN CUNNEEN,
Attorney-General.

Liability of Agent of Bakery Premises for Non-Compliance with Inspector's Orders.

STATE OF NEW YORK:

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *April* 28, 1903.

Hon. JOHN WILLIAMS, *First Deputy Commissioner of Labor, Capitol, Albany, N. Y.:*

DEAR SIR.—In answer to the question as to whether the agent of certain premises in the Borough of Brooklyn used as a bakery is liable and may be punished for non-compliance with the provisions of article 8 of the Labor Law relating to bakers, I beg to call your attention to sections 112 and 115 of the Labor Law, and ask that you read them together. You will readily see that the agent is one of three persons, any one of whom within sixty days after due notice, must comply with all lawful requirements of the inspector. Notice to the agent of the premises used as a bakery to make necessary lawful changes, therefore, is as binding upon him as notice to the owner or lessee of such premises would be upon either such owner or lessee.

By subdivision 3, section 384-1 of the Penal Code, non-compliance with the provisions of sections 112 and 115 of the Labor Law is made a misdemeanor, and is punishable by subdivision 4 of the same section of the Penal Code.

It seems to me to be very clear that the agent of the premises in question is liable criminally for failure on his part to comply with any lawful requirement of the inspector representing the Department of Labor.

Very respectfully yours,

JOHN CUNNEEN,
Attorney-General.

Procedure in Enforcing the Factory Law in Rochester.

[Opinion of Judge Sutherland in the case of the People v. Van Voorhis, as reported in the press, March 24,–1903.]

Defendant has been arrested for violation of the Labor Law, by failing to provide exhaust fans for carrying off dust from emery wheels in the factory of the Galusha Stove Company of Rochester, a domestic corporation, of which the defendant is secretary and treasurer. An affidavit has been filed on this motion in which it is stated, among other things, that the deputy factory inspector for this district visited the said foundry February 5, 1903, and inspected the system of fans in operation and pronounced everything all right, but on the 9th of March served a notice requiring the corporation to make certain additions to its system of exhaust fans, and the propriety of such a demand is denied.

It is further alleged that the defendant, as secretary and treasurer, has no power of authority to construct other fans in the factory building without the consent of the board of directors, thus raising the question whether the defendant can individually be held for any default which may be shown, or whether the corporation should be proceeded against instead of the defendant individually. Upon these and other grounds, it is asked that the case be removed to the grand jury; and while it may be reasonable to send the case to the grand jury on the grounds mentioned and because of the novel questions involved concerning the construction of the section of the Labor Law said to be violated, yet irrespective of the grounds of an appeal to the discretion of the county judge under section 57, I am convinced that the defendant in this case has an absolute right to elect to have his case go to the grand jury, and that the police justice is bound on such application to accept bail for the defendant.

Failure to comply with the provision of the Labor Law concerning exhaust fans for dust-generating machinery, is made a misdemeanor by section 384-1 of the Penal Code, and the punishment therefore for the first offense is a fine of not less than $20 nor more than $100; neither the Labor Law nor the Penal Code names the court in which the offense is triable, and the jurisdiction of the police court must be found elsewhere.

This is not an offense which an ordinary court of special sessions has any jurisdiction to try, for the reason that it is not one of the offenses specified in subdivision 56 of the Code of Criminal Procedure, which defines generally the jurisdiction of such courts. But the police court of Rochester has a wider jurisdiction than is conferred upon the ordinary court of special sessions held by a justice of the peace. Under the charter in force when the present White charter went into effect, the court of special sessions held by the police justice of Rochester had exclusive juris-

diction in the first instance to try all misdemeanors committed within the city of Rochester where a complaint therefor was lodged with him or a warrant issued by him, and the defendant has no absolute right of election to choose the tribunal which should pronounce judgment in the case. (Chapter 204, Laws of 1893.) But the powers of the police court as now defined by the White charter, sections 390 to 403 inclusive, seem to be less extensive than under the former charter.

Section 394 of the White charter gives the police court in the first place exclusive jurisdiction over all offenses triable in courts of special sessions generally. Violations of the Labor Law are not triable by courts of special sessions generally, and therefore the police court has not exclusive jurisdiction thereof. Section 395 gives additional jurisdiction to the police court over "all other offenses of the grade of misdemeanor under the laws of the State" committed within the city, but this additional jurisdiction is not exclusive. It is concurrent only with the grand jury, which has original jurisdiction to inquire into all offenses against the criminal law, except those misdemeanors which the Legislature has placed within the exclusive jurisdiction of courts of special sessions.

The question now arises whether there is a right of election on the part of the defendant in this case to give bail before the police court and have his case taken to the grand jury without any application to the county judge, under section 57. I think the defendant in any case where the police court has not exclusive jurisdiction, but only concurrent jurisdiction, has the right to declare his election in the police court to have his case taken to the grand jury, whereupon the police justice is bound to release him on bail.

Section 211 of the Code of Criminal Procedure was framed for the purpose of preserving the practice which previously had prevailed, of giving to a defendant the absolute right of election in cases of misdemeanor, where the court of special sessions had concurrent but not exclusive jurisdiction, and the amendment of 1897, to section 211, should not be construed so as to abridge the right to such election in any case where the jurisdiction of the police court is not exclusive. People vs. Austin, 49 Hun, 396.

It is urged by the district attorney that the White charter has not repealed the provision of the old charter concerning this exclusive jurisdiction of the police court, but it seems to me that the White charter necessarily superseded the former law. It purports to embody in itself a complete scheme for the organization and conduct of the police court, and to define its jurisdiction. Section 390 says, "There shall be a court of criminal jurisdiction to be known as the police court, with the jurisdiction and powers hereinafter provided," and the concluding paragraph of the judiciary article provides for a continuance in office until the ends of their respective terms of the police justices then serving, but states that "they shall continue in office under the powers, provisions, and restrictions of this act."

From the comprehensive nature of the judiciary article, and from the fact that the whole act was designed to make uniform the government of cities of the second class, I think the jurisdiction of the police court of Rochester must now be sought in the general charter for cities of the second class. (Chapter 182 of the Laws of 1898, as amended by chapter 581, Laws of 1899. Matter of People ex rel Dobson, 146 N. Y. 357.)

Application for certificate granted.

CHILD LABOR LAW.

Civil Liability of Employer who Violates the Law Against Employing Children.

On February 24, 1903, the Court of Appeals rendered a decision which will materially strengthen the Child Labor Law, as it in effect threatens an additional penalty for violation of the law by establishing the civil liability of an employer in case a child under the legal age of employment (14 years) is injured. In the case of Marino v. Lehmaier, the plaintiff, who was employed by the defendant in a printing establishment in New York city, had lost the ends of two fingers in September, 1900, while engaged in cleaning a printing press. At that time he was thirteen years and three months old, and was therefore employed contrary to law. A suit to recover $10,000 damages, brought by the boy's guardian, was dismissed by the trial court; but the Appellate Division, First Department, reversed the judgment and granted a new trial (62 App Div. 43, noticed in the BULLETIN of the Department of Labor, September, 1901, page 260). The judgment the Court of Appeals affirms for the reasons stated by Judge Haight in the prevailing opinion. Chief Judge Parker writes a concurring opinion in which he says that the—

"statute was the outcome of lessons taught by experience and emphasized by recent statistics and its purpose is to save the life and keep the body whole of children of such tender years as not to be able to exercise good judgment in their own protection and not to be trusted to take the same precautions to save themselves from harm that adults would. The statute amounts to a declaration by the State that the employment of children under 14 years of age in a factory is so far neglectful of their lives and limbs as to make it the duty of the State in the exercise of its police power to forbid such employment and enforce its command by penalties. Now, while the offense against the State is only punishable by it as a misdemeanor, the violation of the statute is, as against the child whom the State deems incompetent to contract for such forbidden service, a wrongful and negligent act, which of itself furnishes some evidence of negligence in cases where the accident could not have happened but for an employment to work in a factory."

Judges Martin, Vann and Cullen also concurred with Judge Haight, while Judges Gray and O'Brien read dissenting opinions. It is understood that, by stipulation of the attorneys, this judgment is final and that damages will be assessed.—*Marino* v. *Lehmaier*, 173 N. Y. Rep. 530.

THE LAW OF COMBINATION AND THE RIGHT TO STRIKE.

[Beattie v. Callanan, decided by the First Department of the Appellate Division of the Supreme Court, April, 1903 (82 App. Div. 7) reversing the decision of the Supreme Court at Special Term.]

MCLAUGHLIN, J. The plaintiff is a master painter, and in July, August and September, 1901, had contracts for doing certain work in painting and decorating a building located at No. 927 Fifth avenue, and also on the Church of New Jerusalem in the City of New York. The defendant association, the Amalgamated Painters and Decorators of New York, is an unincorporated labor association of expert journeymen painters and decorators in such city, of which the defendant Callanan is the president, and the de-

fendant Healy, one of the business representatives, commonly called walking delegate.

This action was brought to enjoin and restrain defendants from doing certain acts threatened to be done, which it is alleged, if permitted, would seriously interfere with the property rights and business of the plaintiff, and by reason thereof cause him serious damage. A preliminary injunction was granted, ex parte, restraining the defendants from committing the acts complained of, with an order to show cause why the same should not be continued during the pendency of the action. Upon the return of the order, the preliminary injunction was vacated, but on appeal to this court that order was reversed and the injunction continued during the pendency of the action (67 App. Div., 14).

Upon the trial, notwithstanding that the plaintiff established by competent proof the material facts set out in the papers upon which the preliminary injunction was granted, the court dismissed the complaint upon the grounds, as appears from the decision made, that the case could not be distinguished "in principle from *National Protective Association* v. *Cumming* (170 N. Y., 315)"; and the plaintiff has appealed from the judgment subsequently entered dismissing the complaint on the merits.

The judgment must be reversed. The facts established at the trial do not bring this case within *National Protective Association v. Cumming*, nor has the principle there announced any application whatever. On the contrary, by reason of such facts, the case comes squarely within our former decision, and the principle laid down in *Curran v. Galen* (152 N. Y., 33).

The question presented in *National Protective Association* v. *Cummings* was one between two rival labor organizations, and the court held that a labor union did not commit an unlawful act by refusing to permit its members to work with fellow servants who were members of a rival organization. In *Curran* v. *Galen* the question was whether a labor organization had the right to procure the discharge of an employee because he would not become a member thereof. The Court of Appeals held that a labor union had no such right, and in so holding, the court, in which all of the members concurred, said: "Public policy and the interests of society favor the utmost freedom in the citizen to pursue his lawful trade or calling, and if the purpose of an organization or combination of workingmen be to hamper or restrict that freedom, and through contracts or arrangement with employers to coerce other workingmen to become members of the organization and to come under its rules and conditions, under the penalty of the loss of their position, and of deprivation of employment, then that purpose seems clearly unlawful and militates against the spirit of our government and the nature of our institutions. The effectuation of such purpose would conflict with that principle of public policy which prohibits monopolies and exclusive privileges."

Here the sole question is whether the defendants, because the plaintiff would not in a formal way recognize the association or for an alleged affront to its walking delegate, have the right to maliciously cause parties who have entered into contracts with him to deliberately break them by means of threats to or actually causing a strike of all the workmen in the employ of such parties. That they have not such right was clearly and unmistakably announced on the appeal from the order vacating the pre-

liminary injunction, the court then saying that the case furnished ' no authority for a resort to fraud, intimidation, force or threats," except within the limitation announced in the Cummings case (53 App. Div. 227), and that upon the facts then presented—and the facts established upon the trial were even stronger than those were—" the plaintiff was entitled to an injunction restraining the defendant from interfering in any manner with the business of this plaintiff by resorting to intimidation, force or fraud, or by such acts injuring the business of the plaintiff or preventing the members of the defendants' organization from working for the plaintiff, or preventing other men employed by him from working for the plaintiff, or upon any contracts with which he is connected."

The defendants, by causing a strike of all the workmen engaged on the building at No. 987 Fifth avenue, caused Leeds, through his representatives, Hunt & Hunt, to deliberately break the contract which they had made with the plaintiff, and in causing a general strike upon the work at the New Jerusalem Church, caused James C. Hoe's Sons to deliberately break their contract; and if the plaintiff should procure other contracts, it is quite apparent that the same methods will be resorted to, as in the two instances stated, to induce parties contracting with him to violate their agreements. This was done, and in the future is threatened to be done, not because the plaintiff refused to employ union labor, or to pay union wages, but simply because—according to the uncontradicted testimony of the defendant Callanan—the plaintiff refused to recognize the representative of or " the union in any way."

The methods here employed to compel the plaintiff to accede to the demands of the defendants are unjust, unreasonable, and such as the law does not recognize and will not tolerate. As well might the defendants resort to physical force to enforce alleged rights or redress real or imaginary wrongs. It clearly appears that they were actuated by improper motives and by a malicious desire to injure the plaintiff, and this being so the plaintiff was entitled to relief, within all the authorities to which our attention has been called.

Upon a careful consideration of this record we are of the opinion that an injunction should have been granted to the extent indicated on the former appeal, and that the court erred in not so holding.

VALIDITY OF PROVISION FOR ARBITRATION IN A JOINT AGREEMENT.

In a case decided at the December term of the Second Appellate Division, the policy of requiring employers to pay their employees for time lost an a strike was incidentally considered, but the main point at issue was the binding force of the arbitration clause in a joint agreement. It appears that on February 28, 1903, the firm of Silberberg Bros., manufacturers of shirt waists in New York city, settled a strike on the part of some of their employees by entering into a written agreement which provided for the settlement of future difficulties by a conciliation committee. The firm also agreed to pay the striking employees for one week's time lost on account of the strike, but after paying one-half the amount defaulted on the remainder. Because of this refusal to pay the promised amount the em-

ployees left work in the middle of the week and subsequently brought an action to recover the wages earned in the first three days of that week. As they were employed by the week, it became necessary for them to offer a legal excuse for not continuing to work throughout the whole week, and they accordingly introduced evidence upon the trial in the Municipal Court, borough of Richmond, designed to show that they had reserved the right in their written agreement to go out or renew the strike in the event of the money not being paid.

The municipal court gave judgment for the plaintiffs in the full amount of the claim, but the Appellate Division unanimously reversed the decision, holding that "it was error to admit parol evidence changing the terms and conditions of the written agreement. * * * [The employees] were bound by their conceded contract of employment to work one full week as a condition precedent to their right to recover, and having refused to abide by their own agreement, which was obviously misstated by their walking delegates * * * could not recover." Justice Woodward states that—

"It is not necessary at this time to decide how far this contract was in accord with the public policy, or how far it was binding upon the defendants. No consideration was expressed, and it is apparent that the defendants were coerced into making this agreement to pay for services which had never been performed, practically as a condition of being permitted to continue their business. Under such circumstances it may be doubted whether the contract had any binding force upon the defendants. Be that as it may, however, we are clearly of the opinion that the 'cutters and slopers' having gone to work under the agreement, and having completed one week's contract, for which they had been paid, and having entered upon the second week's employment, after having received a portion of the consideration promised by the defendants in the agreement, there was no legal excuse for their quitting work during the performance of this second week's contract, particularly without making any effort to comply with the conditions of their own contract. The agreement, as interpreted by the plaintiff, is altogether too one-sided; it is wholly lacking in mutuality and affords no basis for recovery in this action."—*Eden* v. *Silberberg*, 89 *App. Div.* 259.

APPENDIX III.

LEGISLATIVE BILLS OF 1903 AFFECTING LABOR INTERESTS.

HEALTH AND SAFETY.

Exhibit 1.

REGULATING CHILD LABOR IN FACTORIES.

Senate Bill No. 314 (printed No. 355), introduced Feb. 11, 1903, by Mr. Hill.

TO AMEND THE LABOR LAW RELATIVE TO THE EMPLOYMENT OF WOMEN AND CHILDREN IN FACTORIES.

Section 1. Sections seventy, seventy-one, seventy-two, seventy-three, seventy-six, seventy-seven and seventy-eight, of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," are hereby amended so as to read as follows:

§ 70. Employment of minors.—[A] *No* child under the age of fourteen years shall [not] be employed, *permitted or suffered to work* in *or in connection with* any factory in this state. [A] *No* child between the ages of fourteen and sixteen years shall [not] be so employed, *permitted or suffered to work* unless [a] *an employment* certificate [executed by a health officer] *issued as provided in this article shall have been theretofore* [be] filed in the office of the employer *at the place of employment of such child.*

§ 71. *Employment* certificate [for employment] how issued.—Such certificate shall be issued by the *commissioner of health or the* executive officer of the board *or* department [or commissioner] of health of the city, town or village where such child resides or is to be employed, or by such other officer thereof as may be designated, by [resolution] *such board, department or commissioner* for that purpose, upon the application of *the parent or guardian of* the child desiring such employment. [At the time of making such application there shall be filed with such board, department, commissioner or officer, the affidavit of the parent or guardian of such child, or the person standing in parental relation thereto, showing the date and place of birth of such child. Such certificate shall not be issued unless the officer issuing the same is satisfied that such child is fourteen years of age or upwards, and is physically able to perform the work which he intends to do. No fee shall be demanded or received for administering an oath as required by this section.] *Such officer shall not issue such certificate until he has received, examined, approved, and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record, showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent or guardian of the child, which shall be required, however, only in case such certified copy of the certificate of birth be not produced and filed, showing the place and date of birth of such child; which affidavit must be taken*

before the officer issuing the employment certificate, who is hereby authorized and required to administer such oath, and who shall not demand or receive a fee therefor. Such employment certificate shall not be issued until such child farther has personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age, and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such physical fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued.

§ 72. **Contents of certificate.**—Such certificate shall state the date and place of birth of the child, [if known] and describe the color of the hair and eyes, the height and weight and any distinguishing facial marks of such child, and that, [in the opinion of the officer issuing such certificate, such child is upwards of fourteen years of age, and is physically able to perform the work which he intends to do] *the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined.*

§ 73. [**School attendance required.**—No such certificate shall be granted unless it appears to the satisfaction of such board, department, commissioner or officer, that the child applying therefor has regularly attended at a school in which reading, spelling, writing, arithmetic, English grammar and geography are taught, or upon equivalent instruction by a competent teacher elsewhere than at a school, for a period equal to one school year.] *School record, what to contain.—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished, on demand, to a child entitled thereto or to the board, department or commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto for not less than one hundred and thirty days* during the *school* year previous to his arriving at the age of fourteen years or during the year previous to applying for such [certificate] *school record* and is able to read and write simple sentences in the English language, *has received instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parent or guardian.* [The principal or chief executive officer of a school or teacher elsewhere than at a school, shall furnish, upon demand, to a child who has attended at such school or been instructed by such teacher, or to the factory inspector, his assistant or deputies, a certificate stating the school attendance of such a child.]

§ 76. **Registry of children employed.**—Each person owning or operating a factory and employing children therein shall keep, or cause to be kept in the office of such factory, a register, in which shall be recorded the name,

birthplace, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificate filed in such office shall be produced for inspection, upon the demand of the [factory inspector, his assistant or deputies] *commissioncr of labor. On termination of the employment of a child so registered, and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian.*

§ 77. **Hours of labor of minors and women.**—*No minor under the age of sixteen years shall be employed, permitted or suffered to work in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day, or for more than nine hours in any one day.* No minor under the age of eighteen years, and no female, shall be employed, [at labor] *permitted or suffered to work* in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day; or for more than ten hours in any one day [or sixty hours in any one week] except to make a shorter work day on the last day of the week; *or for more than sixty hours in any one week,* or more hours in any one week than will make an average of ten hours per day for the whole number of days so worked. A printed notice, *in a form which shall be prescribed and furnished by the commissioner of labor,* stating the number of hours per day for each day of the week required of such persons, and the time when such work shall begin and end, shall be kept posted in a conspicuous place in each room where they are employed. But such persons may begin their work after the time for beginning and stop before the time for ending such work, mentioned in such notice, but they shall not *otherwise be employed, permitted or suffered to work* [be required to perform any labor] in such factory except as stated therein. The terms of such notice shall not be changed after the beginning of labor on the first day of the week without the consent of the *commissioner of labor* [factory inspector]. *The presence of such persons at work in the factory at any other hours than those stated in the printed notice shall constitute prima facie evidence of a violation of this section of the law.*

§ 78. **Change of hours of labor of minors and women.**—When, in order to make a shorter work-day on the last day of the week, a minor *over sixteen and* under eighteen years of age, or a female *sixteen years of age or upwards,* is to be required or permitted to work in a factory more than ten hours a day, the employer of such persons shall notify the [factory inspector] *commissioner of labor* in writing, of such intention, stating the number of hours of labor per day, which it is proposed to require or permit, and the time when it is proposed to cease such requirement or permission; a similar notification shall be made when such requirement or permission has actually ceased. A record of the names of the employes thus required or permitted to work overtime, with the amount of such overtime, and the days upon which such work was performed, shall be kept in the office of such factory, and produced upon the demand of the [factory inspector] *commissioner of labor.*

§ 2. Section seventy-four of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven is hereby repealed.

§ 3. This act shall take effect the first day of October, nineteen hundred and three.

Exhibit 2.

REGULATING CHILD LABOR IN COMMERCIAL EMPLOYMENTS.

Assembly Bill No. 530 (printed No. 601), introduced Feb. 12, 1903, by Mr. Finch.

TO AMEND THE LABOR LAW, RELATIVE TO THE EMPLOYMENT OF WOMEN AND CHILDREN IN MERCANTILE AND OTHER ESTABLISHMENTS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Sections one hundred and sixty-one, one hundred and sixty-two, one hundred and sixty-three, one hundred and sixty-four, one hundred and sixty-five, one hundred and sixty-six, one hundred and sixty-seven, one hundred and seventy-two and one hundred and seventy-three of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor," constituting chapter thirty-two of the general laws, are hereby amended so as to read as follows:

§ 161. **Hours of labor of minors.**—*No child under the age of sixteen years shall be employed, permitted or suffered to work in or in connection with any mercantile establishment, business office, telegraph or telephone office, restaurant, hotel, apartment house, place of public amusement, or in the distribution or transmission of merchandise or messages, more than fifty-four hours in any one week, or more than nine hours in any one day, or before seven o'clock in the morning or after ten o'clock in the evening of any day.* [No male employe under sixteen years of age and] No female employe *between sixteen and* [under] twenty-one years of age shall be required, *permitted or suffered* to work in *or in connection with* any mercantile establishment more than sixty hours in any one week; [nor] *or* more than ten hours in any one day, unless for the purpose of making a shorter work day of some one day of the week; [nor shall any such employe be required or permitted to work] *or* before seven o'clock in the morning or after ten o'clock in the evening of any day. This section does not apply to the employment of [such] persons *sixteen years of age or upwards* on Saturday, provided the total number of hours of labor in a week of any such person does not exceed sixty hours, nor to the employment of such persons between the fifteenth day of December and the following first day of January. Not less than forty-five minutes shall be allowed for the noon day meal of the employes of any such establishment.

§ 162. **Employment of children.**—[A] *No* child under the age of fourteen years shall [not] be employed, *permitted or suffered to work in or in connection with* [in] any mercantile *or other* establishment *specified in the preceding section*, except that a child upwards of twelve years of age may be employed therein *in villages and cities of the third class*, during the *summer* vacation of the public schools of the city or district where such establishment is situated. No child under the age of sixteen years shall be employed in any *such* [mercantile] establishment, unless [such child shall produce a certificate issued as provided in this article, to be filed in

the office of such establishment] *an employment certificate issued as provided in this article, shall have been theretofore filed in the office of the employer at the place of employment of such child.*

§ 163. *Employment* certificate [for employment]; how issued.—Such certificate shall be issued by the *commissioner of health or the* executive officer of the board *or* department [or commissioner] of health of the city, town or village where such child resides or is to be employed, or by such other officer thereof as may be designated by [resolution] *such board, department or commissioner* for that purpose, upon the application of *the parent or guardian of* the child desiring such employment. [At the time of making such application there shall be filed with such board, department, commissioner or officer, the affidavit of the parent or guardian of such child, or the person standing in parental relation thereto, showing the date and place of birth of such child. Such certificate shall not be issued unless the officer issuing the same is satisfied that such child is fourteen years of age or upwards, and is physically able to perform the work which he intends to do. No fee shall be demanded or received for administering an oath as required by this section.] *Such officer shall not issue such certificate until he has received, examined, approved, and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or a religious record, showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent or guardian of the child, which shall be required, however, only in case such certified copy of the certificate of birth be not produced and filed, showing the place and date of birth of such child; which affidavit must be taken before the officer issuing the employment certificate, who is hereby authorized and required to administer such oath and who shall not demand or receive a fee therefor. Such employment certificate shall not be issued until such child shall further have personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such physical fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued.*

§ 164. Contents of certificate.—Such certificate shall state the date and place of birth of the child, [if known] and describe the color of hair and eyes and the height and weight and any distinguishing facial marks of

such child, and that, [in the opinion of the officer issuing such certificate, such child is upwards of fourteen years of age, and is physically able to perform the work which he intends to do] *the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined.*

§ 165. [**School attendance required.**—No such certificate shall be issued unless it appears to the satisfaction of such board, department, commissioner or officer, that the child applying therefor has regularly attended at a school in which reading, spelling, writing, arithmetic, English grammar and geography are taught, or upon equivalent instruction by a competent teacher elsewhere than at a school for a period equal in length to one school year.] *School record, what to contain.—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished on demand to a child entitled thereto or to the board, department of commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto for not less than one hundred and thirty days* during the *school* year previous to his arriving at the age of fourteen years or during the year previous to applying for such [certificate] *school record* and is able to read and write simple sentences in the English language, *has received instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parents or guardians.* [The principal or other executive officer of a school at which a child has been in attendance, or the teacher who has instructed such child elsewhere than at a school, shall furnish to such child or to the board or department of health, or health officer or commissioner, upon demand, a statement of the school attendance of such child.]

§ 166. [**Employment of children during vacations of public schools**] *Summer vacation certificate.*—Children of the age of twelve years or more who can read and write simple sentences in the English language, may be employed, in mercantile *and other* establishments *specified in section one hundred and sixty-one, in villages and cities of the third class* during the *summer* vacation of the public schools in the city or school district where such children reside upon [complying with all the provisions of this section, except that requiring school attendance. Certificates, to be designated as vacation certificates, may be issued to such children in the same form, containing the same statements and issued by the same officers as the other certificates required by this article. Such vacation certificate shall specify the time in which the child may be employed in a mercantile establishment] *obtaining the vacation certificate herein provided. Such certificate shall be issued in the same manner, upon the same conditions, and on like proof that such child is twelve years of age or upwards, and is in sound health,*

as is required for the issuance of an employment certificate under this article, except that a school record of such child shall not be required. The certificates provided for in this section shall be designated summer vacation certificates, and shall correspond in form and substance as nearly as practicable to such employment certificate, and shall in addition thereto specify the time in which the same shall remain in force and effect which in no case shall be other than the time in which the public schools where such children reside are closed for a *summer* vacation.

§ 167. **Registry of children employed.**—The owner, manager or agent of a mercantile *or other* establishment *specified in section* one hundred and sixty-one, employing children, shall keep or cause to be kept, in the office of such establishment, a register, in which shall be recorded the name, birthplace, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificates filed in such office shall be produced for inspection, upon the demand of an officer of the board, department or commissioner of health of the town, village or city where such establishment is situated, *On termination of the employment of the child so registered and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian.*

§ 172. **Enforcement of article.**—The board or department of health or health commissioner of a town, village or city affected by this article shall enforce the same and prosecute all violations thereof. Proceedings to prosecute such violations must be begun within thirty days after the alleged offense was committed. All officers and members of such boards, or department, all health commissioners, inspectors, and other persons appointed or designated by such boards, departments or commissioners may visit and inspect at reasonable hours and when practicable and necessary, all mercantile *or other* establishment *herein specified* within the town, village or city for which they are appointed. No person shall interfere with or prevent any such officer for making such visitations and inspections, nor shall he be obstructed or injured by force or otherwise while in the performance of his duties. All persons connected with any such mercantile *or other* establishment *herein specified* shall properly answer all questions asked by such officer or inspector in reference to any of the provisions of this article.

§ 173. **Copy of article to be posted.**—A copy of this article shall be posted in three conspicuous places in each [mercantile] establishment affected by its provisions.

§ 2. This act shall take effect the first day of October, nineteen hundred and three.

Exhibit 3.

PENALTY FOR VIOLATING CHILD LABOR LAW.

Senate Bill No. 324 (printed No. 365), introduced Feb. 11, 1903, by Mr. Hill.

TO AMEND SECTION THREE HUNDRED AND EIGHTY-FOUR-L OF THE PENAL CODE BY PROVIDING A PUNISHMENT FOR FALSE STATEMENTS IN OR IN RELATION TO APPLICATIONS MADE FOR EMPLOYMENT CERTIFICATES REQUIRED BY THE LABOR LAW.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section three hundred and forty-eight-l of the penal code is hereby amended to read as follows:

§ 384-l. **Violations of provisions of labor law.**—Any person who violates or does not comply with:

1. The provisions of article six of the labor law, relating to factories [and the employment of children therein];

2. The provisions of article seven of the labor law, relating to the manufacture of articles in tenements;

3. The provisions of article eight of the labor law, relating to bakeries and confectionery establishments, the employment of labor and the manufacture of flour or meal food products therein;

4. The provisions of article eleven of the labor law, relating to mercantile establishments, and the employment of women and children therein. [is guilty of a misdemeanor, and upon conviction shall be punished for a first offense by a fine of not less than twenty nor more than one hundred dollars; for a second offense by a fine of not less than fifty nor more than two hundred dollars, or by imprisonment for not more than thirty days, or by both such fine and imprisonment; for a third offense by a fine of not less than two hundred and fifty dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment.]

5. *And any person who makes a false statement in or in relation to any application made for an employment certificate as to any matter required by articles six and eleven of the labor law to appear in any affidavit, record, transcript or certificate therein provided for, is guilty of a misdemeanor and upon conviction shall be punished for a first offense by a fine of not less than twenty nor more than one hundred dollars; for a second offense by a fine of not less than fifty nor more than two hundred dollars, or by imprisonment for not more than thirty days or by both such fine and imprisonment; for a third offense by a fine of not less than two hundred and fifty dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment.*

§ 2. This act shall take effect September first, nineteen hundred and three.

Exhibit 4.

REGULATING CHILD LABOR IN STREET TRADES.

Senate Bill No. 316 (printed No. 357), introduced Feb. 11, 1903, by Mr. Hill.

TO AMEND THE LABOR LAW RELATING TO CHILDREN WORKING IN STREETS AND PUBLIC PLACES IN CITIES OF THE FIRST CLASS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven as amended constituting chapter thirty-two of the general laws is hereby amended as follows:

Article twelve entitled "Examination and registration of horseshoers" shall hereafter be known and described as article thirteen.

Article thirteen, "Laws repealed, when to take effect," shall hereafter be known and described as article fourteen.

§ 2. Chapter thirty-two of the general laws entitled "The labor law," is hereby amended by inserting in said law after section one hundred and seventy-three of article eleven, the following:

Article twelve. Employment of children in street trades.

§ 174. **Prohibited employment of children in street trades.**—No child under twelve years of age shall in any city of the first class work as a newsboy, bootblack or peddler, or shall sell or expose for sale in any street or public place any goods, wares or merchandise.

§ 175. **Permit and badge for street trades, how issued.**—No child actually or apparently under fourteen years of age shall so work or sell said articles unless a permit and badge as hereinafter provided shall have been issued to him by the district superintendent of the board of education of the city and school district where said child resides, or by such other officer thereof as may be officially designated by such board for that purpose, on the application of the parent or guardian of the child desiring such permit and badge. Such permit and badge shall not be issued until the officer issuing the same shall have received, examined, approved and placed on file in his office the following papers duly executed: (1) A school record signed by the principal or chief executive officer of the school which the child is attending, setting forth the following facts. The age of the child as recorded in the school, that he can read and legibly write simple sentences in the English language, and that he has attended school for not less than one hundred and thirty days during the school year previous to his arriving at the age of twelve years or during the year immediately preceding the application for such permit and badge, and is at the time application for such school record is made in regular attendance at school. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent or guardian of the child, which shall be required, however, only in case such certified copy of the certificate of birth be not produced and

filed, showing the place and date of birth of such child; which affidavit must be taken before the officer issuing such permit and badge, who is hereby authorized and required to administer such oath, and who shall not demand or receive a fee therefor. Such officer shall not issue such permit and badge nor shall the same be valid for any purpose until such child shall have personally appeared before and been examined by the officer issuing such permit and badge, and until said officer shall after making such examination sign and file in his office a statement that such child can read and can legibly write simple sentences in the English language, and that in his opinion the child is at least twelve years old and has reached the normal development of a child of its age, and is in sound health and is physically able to perform the work such child intends to do. In doubtful cases such physical fitness shall be determined by a medical officer of the board or department of health. No permit or badge provided for herein shall be valid for any purpose except during the period in which such papers shall remain on file, nor shall such permit or badge be authority beyond the period fixed therein for its duration. After having received, examined, approved and placed on file such papers, the officer shall issue to the child a permit and badge.

§ 176. **Contents of permit and badge.**—Such permit shall state the date and place of birth of the child, the name and address of its parent or guardian, and describe the color of hair and eyes, the height and weight and any distinguishing facial mark of such child, and shall further state that the papers required by the preceding section have been duly examined, approved and filed; and that the child named in such permit has appeared before the officer issuing the permit and been examined. The badge furnished by the officer issuing the permit shall bear on its face a number corresponding to the number of the permit, and the name of the child. Every such permit, and every such badge on its reverse side, shall be signed in the presence of the officer issuing the same by the child in whose name it is issued.

§ 177. **Regulations concerning badge and permit.**—The badge provided for herein shall be worn conspicuously at all times by such child while so working; and such permit and badge shall expire at the end of the calendar year. No child to whom such permit and badge are issued shall transfer the same to any other person nor be engaged in any city of the first class as a newsboy, bootblack or peddler or in so selling or exposing for sale any goods, wares or merchandise in any street or public place without having upon his person such badge, and he shall exhibit the same upon demand at any time to any health, attendance, or police officer, or to any officer designated by the board of education of the city.

§ 178. **Badge and permit to be surrendered.**—The parent or guardian of every child to whom such permit and badge shall be issued shall surrender the same to the authority by which said permit and badge are issued at the expiration of the period provided therefor, or upon the revocation of the permit and badge as herein provided.

§ 179. **Permit and badge, when to be revoked.**—No child to whom a permit and badge are issued as provided for in the preceding sections shall work in any city of the first class as a newsboy, bootblack or peddler or shall sell or expose for sale any goods, wares or merchandise after nine

o'clock in the evening. Any child violating the provisions of this section may be deprived of his permit and badge by the authority issuing the same. The parent or guardian of the child to whom such permit and badge are issued upon the revocation of such permit and badge, or upon the expiration of the period for which the same are issued, on notice thereof sent to such parent or guardian at the address given by such parent and contained in such permit, or such address as may subsequently have been furnished by such parent to the authority issuing the permit and badge, shall forthwith surrender such permit and such badge to the authority issuing the same and within ten days after the sending of a postpaid notice to such address. Failure to surrender such permit and badge when required by such notice shall be a misdemeanor and punishable by a fine of not less than five dollars.

§ 179a. **Violation of this article, how punished.**—The parent or guardian of a child violating the provisions of this article who shall fail, neglect or refuse to restrain such child from working in any city of the first class as a newsboy, bootblack or peddler, or from selling or exposing for sale in any street or public place any goods, wares or merchandise shall be guilty of a misdemeanor and punishable by a fine of not less than ten dollars for the first offense and not less than twenty dollars for each succeeding offense. The presence of such child upon any street or public place in a city of the first class engaged in work forbidden to such child by this article after notice thereof to such parent or guardian shall be presumptive evidence of violation of this section by such parent or guardian. Any child who shall work in any city of the first class in any street or public place as bootblack, newsboy or peddler, or who shall sell or expose for sale goods, wares or merchandise, which child comes within the description of children to whom such work is forbidden by the provisions of this article, must be arrested and brought before a court or magistrate having jurisdiction to commit a child to an incorporated charitable reformatory or other institution. Such court or magistrate shall thereupon cause such notice of the arrest of such child to be given to the parent or guardian of such child as may be required by any local or special statute, or, in the absence thereof, as may be by such court or magistrate deemed and adjudged sufficient. Such court or magistrate shall have jurisdiction to commit a child violating the provisions of this article and to make disposition of such child to the same extent as now or hereafter may be authorized in the case of truant or pauper children. Such commitment or disposition of a child living under the custody of a parent or guardian, shall be made only in case the magistrate be satisfied and adjudge after examination that such parent or guardian has used due diligence in endeavoring to restrain such child from working contrary to the provisions of this article, and has been unable to restrain the child. The board of education of any city affected by this article shall enforce the same, and prosecute violations thereof, and shall designate special officers whose special duty it shall be to enforce the provisions of this article.

§ 3. This act shall take effect the first day of September, nineteen hundred and three.

Exhibit 5.

REQUIRING THE ATTENDANCE OF CHILDREN AT SCHOOL.

Senate Bill No. 426 (printed No. 514), introduced Feb. 24, 1903, by Mr. Lewis.

TO AMEND TITLE SIXTEEN OF CHAPTER FIVE HUNDRED AND FIFTY-SIX OF THE LAWS OF EIGHTEEN HUNDRED AND NINETY-FIVE, KNOWN AS THE CONSOLIDATED SCHOOL LAW.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 2. **Definitions.**—When used in this act, the term school authorities means the trustees, or board of education, or corresponding officers, whether one or more, and by whatever name known, of a city, union free school district, common school district, or school district created by special laws; the term persons in parental relation to a child, includes the parents, guardians or other persons, whether one or more, lawfully having the care, custody or control of such child. A child under sixteen years of age, required by the persons in parental relation to such a child to attend upon lawful instruction at a school or elsewhere, upon which such child is entitled to attend, is lawfully required to attend such school. A child between [eight] *seven* and sixteen years of age, who is required by law to attend upon instruction, and is required by the persons in parental relation to such child to attend upon lawful instruction at school or elsewhere upon which such child is entitled to attend, is lawfully required to attend upon such instruction, and if not required by the persons in parental relation to such child to attend upon any instruction, is lawfully required to attend a public school.

§ 2. Section three of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 3. **Required attendance upon instruction.**—Every child between [eight] *seven* and sixteen years of age, in proper physical and mental condition to attend school, shall regularly attend upon instruction at a school in which at least six common school branches of reading, spelling, writing, arithmetic, English grammar and geography are taught, or upon equivalent instruction by a competent teacher elsewhere than at a school, as follows: Every such child between fourteen and sixteen years of age, not regularly and lawfully engaged in any useful employment or service, and every such child between [eight] *seven* and [twelve] *fourteen* years of age, shall so attend upon instruction as many days annually, during the period between the first days of October and the following June, as the public school of the district or city in which such child resides shall be in session during the same period. *Every child between fourteen and sixteen years of age, who*

is engaged in any useful employment or service in a city of the first class or a city of the second class and who has not completed such course of study as is required for graduation from the elementary public schools of such city, shall attend the public evening schools of such city, or other evening schools offering an equivalent course of instruction, for not less than six hours each week for a period of not less than sixteen weeks in each school year or calendar year. [Every child between twelve and fourteen years of age, in proper physical and mental condition to attend school, shall attend upon instruction during the school year then current at least eighty secular days of actual attendance, which shall be consecutive except for holidays, vacations and detentions by sickness, which holidays, vacations and detentions shall not be counted as a part of such eighty days, and such child shall, in addition to the said eighty days, attend upon instruction when not regularly and lawfully employed in useful employment or service.] If any such child shall so attend upon instruction elsewhere than at a public school, such instruction shall be at least substantially equivalent to the instruction given to children of like age at the public school of the city or district in which such child resides; and such attendance shall be for at least as many hours of each day thereof as are required of children of like age at public schools; and no greater total amount of, holidays and vacations shall be deducted from such attendance during the period such attendance is required than is allowed in such public school to children of like age. Occasional absences from such attendance, not amounting to irregular attendance in the fair meaning of the term, shall be allowed upon such excuses only as would be allowed in like cases by the general rules and practice of such public school.

§ 3. Section four of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 4. **Duties of persons in parental relation to children.**—Every person in parental relation to a child between [eight] *seven* and sixteen years of age, in proper physical and mental condition to attend school, shall cause such child to so attend upon instruction, or shall present to the school authorities of his city or district proof by affidavit that he is unable to compel such child to so attend. A violation of this section shall be a misdemeanor, punishable for the first offense by a fine not exceeding five dollars, and for each subsequent offense by a fine not exceeding fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment. Courts of special session shall, subject to removal as provided in sections fifty-seven and fifty-eight of the code of criminal procedure, have exclusive jurisdiction in the first instance to hear, try and determine charges of violations of this section within their respective jurisdictions.

§ 4. Section five of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 5. **Persons employing children unlawfully to be fined.**—It shall be unlawful for any person, firm or corporation to employ any child [between the ages of eight and twelve] *under fourteen* years *of age*, in any business or service whatever, during any part of the term during which the public schools of the district in which the child resides are in session; or to employ any child between [twelve and] fourteen *and sixteen* years of age who does not, at the time of such employment, present a certificate signed by the superintendent of schools *or by the principal or the principal teacher* of the city or district in which the child resides or [, where there is no superintendent,] by such other officer as the school authorities may designate, certifying that such child [has complied with the law relating to attendance at school] during the school year [between September and July, then current] *next preceding his application for such certificate, has attended for not less than one hundred and thirty days the public schools, or schools equivalent thereto, in such city or district and that such child can read and write easy English prose and is familiar with the fundamental operations of arithmetic up to and including fractions; or to employ, in a city of the first class or a city of the second class, any child between fourteen and sixteen years of age who has not completed such course of study as the public elementary schools of such city require for graduation from such schools, unless the employer of such child shall keep and shall display in the place where such child is employed and shall show whenever so requested by any attendance officer, factory inspector, or representative of the police department, a certificate signed by the school authorities or such school officers in said city as said school authorities shall designate, which school authorities, or officers designated by them, are hereby required to issue such certificates to those entitled to them not less frequently than once in each month during which said evening school is in session and at the close of the session of said evening school, stating that said child has been in attendance upon said evening school for not less than six hours each week for such number of weeks as will, when taken in connection with the number of weeks such evening school will be in session during the remainder of the current or calendar year, make up a total attendance on the part of said child in said evening school of not less than six hours per week for a period of not less than sixteen weeks*, and any person who shall employ any child contrary to the provisions of this section *or who shall fail to keep and display certificates as to the attendance of employees in evening schools when such attendance is required by law* shall, for each offense, forfeit any pay to the treasurer of the city or village, or to the supervisor of the town in which such [offense shall occur] *child resides*, a penalty of fifty dollars, the same, when paid, to be added to the public school moneys of the city, village or district in which [the offense occurred] *such child resides*.

§ 5. Section six of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 6. **Teachers' records of attendance.**—An accurate record of the attendance of all children between [eight] *seven* and sixteen years of age shall be kept by the teacher of every school, showing each day by the year, month, day of the month and day of the week, such attendance, and the number of hours in each day thereof; and each teacher upon whose instruction any such child shall attend elsewhere than at school, shall keep a like record of such attendance. Such records shall, at all times, be open to the attendance officers or other persons duly authorized by the school authorities of the city or district, who may inspect or copy the same; and every such teacher shall fully answer all inquiries lawfully made by such authorities, inspectors or other persons, and a willful neglect or refusal so to answer any such inquiry shall be a misdemeanor.

§ 6. Section seven of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 7. **Attendance officers.**—The school authorities of each city, union free school district, or common school district whose limits include in whole or in part an incorporated village, shall appoint and may remove at pleasure one or more attendance officers of such city or district, and shall fix their compensation and may prescribe their duties not inconsistent with this act, and make rules and regulations for the performance thereof; and the superintendent of schools shall supervise the enforcement of this act within such city or school district; and the [town board of each town] *school commissioner of each commissioner district annually, on or before the first day of September*, shall appoint one or more attendance officers *in and for each town within his commissioner district*, whose jurisdiction shall extend over all school districts, *the school houses of which are situated* in said town, *and which are* not by this section otherwise provided for [, and shall fix their compensation, which shall be a town charge; and such attendance officers, appointed by said board, shall be removable at the pleasure of the school commissioner in whose commissioner's district such town is situated.] *An attendance officer thus appointed shall serve until the thirty-first day of July following, unless removed by the school commissioner for cause, and shall receive thirty cents an hour for actual time of service, which shall be a town charge.*

§ 7. Section eight of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 8. **Arrest of truants.**—The attendance officers may arrest without warrant any child between [eight] *seven* and sixteen years of age, found away from its home, and who then is a truant from instruction, upon which he is lawfully required to attend within the city or district of such attendance officer. He shall forthwith deliver a child so arrested either to the custody of a person in parental relation to the child or of a teacher from whom such child is then a truant, or, in case of habitual and incorrigible truants, shall bring them before a police magistrate for commitment by him

to a truant school as provided for in the next section. The attendance officer shall promptly report such arrest, and the disposition made by him of such child, to the school authorities of the said city, village or district where such child is lawfully required to attend upon instruction, or to such person as they may direct.

§ 8. Section nine of title sixteen of chapter five hundred and fifty-six of the laws of eighteen hundred and ninety-five is hereby amended to read as follows:

§ 9. **Truant schools.**—The school authorities of any city or school district may establish schools, or set apart separate rooms in public school buildings, for children between [eight] *seven* and sixteen years of age, who are habitual truants from instruction upon which they are lawfully required to attend, or who are insubordinate or disorderly during their attendance upon such instruction, or irregular in such attendance. Such school or room shall be known as a truant school; but no person convicted of crimes or misdemeanors, other than truancy, shall be committed thereto. Such authorities may provide for the confinement, maintenance and instruction of such children in such schools; and they, or the superintendent of schools in any city or school district, may, after reasonable notice to such child and the persons in parental relation to such child, and an opportunity for them to be heard, and with the consent in writing of the persons in parental relation to such child, order such child to attend such school, or to be confined and maintained therein [for such period and] under such rules and regulations as such authorities may prescribe, [not exceeding the remainder of the school year, or] *for a period not exceeding two years; but in no case shall a child be so confined after he is sixteen years of age. Such authorities* may order such a child to be confined and maintained during such period in any private school, orphans' home or similar institution controlled by persons of the same religious faith as the persons in parental relation to such child, and which is willing and able to receive, confine and maintain such child, upon such terms as to compensation as may be agreed upon between such authorities and such private school, orphans' home or similar institution. If the persons in parental relation to such child shall not consent to either such order, such conduct of the child shall be deemed disorderly conduct, and the child may be proceeded against as a disorderly person, and upon conviction thereof, if the child was lawfully required to attend a public school, the child shall be sentenced to be confined and maintained in such truant school for [the remainder of the current school year] *a period not exceeding two years;* or if such child was lawfully required to attend upon instruction otherwise than at a public school, the child may be sentenced to be confined and maintained for [the balance of such school year,] *a period not exceeding two years* in such private school, orphans' home or other similar institution, if there be one, controlled by persons of the same religious faith as the persons in parental relation to such child, which is willing and able to receive, confine and maintain such child for a reasonable compensation. Such confinement shall be conducted with a view

to the improvement and to the restoration, as soon as practicable, of such child to the institution elsewhere, upon which he may be lawfully required to attend. The authorities committing any such child, and in cities and villages the superintendent of schools therein, shall have authority, in their discretion, to parole at any time any truant so committed by them. Every child suspended from attendance upon instruction by the authorities in charge of furnishing such instruction, for more than one week, shall be required to attend such truant school during the period of such suspension. The school authorities of any city or school district, not having a truant school, may contract with any other city or district having a truant school, for the confinement, maintenance and instruction therein of children whom such school authorities might require to attend a truant school, if there were one in their own city or district. Industrial training shall be furnished in every such truant school. The expense attending the commitment and cost of maintenance of any truant residing in any city or village employing a superintendent of schools shall be a charge against such city or village, and in all other cases shall be a county charge.

§ 9. This act shall take effect immediately.

§ 10. All acts or parts of acts, inconsistent with this act, are hereby repealed.

Exhibit 6.

PROHIBITING EMPLOYMENT OF CHILDREN IN DANGEROUS TRADES.

Senate Bill No. 336 (printed No. 379), introduced Feb. 12, 1903, by Mr. Hill.

TO AMEND THE LABOR LAW RELATIVE TO THE EMPLOYMENT OF WOMEN AND MINORS IN DANGEROUS OCCUPATIONS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section ninety-two of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as amended by chapter three hundred and seventy-five of the laws of eighteen hundred and ninety-nine and chapter four hundred and seventy-eight of the laws of nineteen hundred and one, is hereby renumbered and made section ninety-three and amended to read as follows:

§ [92.] 93. **Employment of women and [children]** *minors* **at polishing or buffing.**—No male [child] *minor* under the age of eighteen years [nor any] *and no* female, shall be employed in any factory in this state in operating or using any emery, corundum, stone or emery polishing or buffing wheel. [The ower, agent or lessee of a factory who employs any such person in the performance of such work is guilty of a misdemeanor and upon conviction thereof shall be fined the sum of fifty dollars for each such violation. The factory inspector, his assistants and deputies, shall enforce the provisions of this section.]

§ 2. Article six of such chapter is hereby amended by adding thereto a new section to be known as section ninety-four and to read as follows.

§ 94. **Employment of children in certain trades prohibited.**—No child

under sixteen years of age shall be employed or allowed to work in a factory at any occupation that is dangerous or injurious to the life, limb, health or morals of such child. Hazardous and injurious employments shall be designated by the governor upon the recommendation of the commissioner of labor or the commissioner of health. The commissioner of health shall, upon the application of any citizen of the state, determine after such investigation as he considers necessary, whether or not the manufacture of a particular article or commodity is dangerous or injurious to the health of children under sixteen years of age, and his decision when approved by the governor shall be presumptive evidence thereof. The commissioner of labor shall investigate the danger attending the use of machinery by children and his determination of dangerous machines when approved by the governor shall be presumptive evidence thereof.

§ 3. This act shall take effect immediately.

Exhibit 7.

PROHIBITING THE EMPLOYMENT OF WOMEN AND MINORS AT POLISHING OPERATIONS.

Assembly Bill No. 1084 (printed No. 1395), introduced March 17, 1903, by Mr. Wemple.

TO AMEND THE LABOR LAW RELATING TO POLISHING AND BUFFING.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section ninety-two of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as added by chapter three hundred and seventy-five of the laws of eighteen hundred and ninety-nine, and renumbered by chapter four hundred and seventy-eight of the laws of nineteen hundred and one, is hereby amended to read as follows:

§ *93* [92] **Employment of women and children at polishing or buffing.**—No male child under the age of eighteen years, nor any female, shall be employed in any factory in this state in operating or using any emery, *tripoli*, *rouge*, corundum, stone, *carborundum or any abrasive*, or emery polishing or buffing wheel. The owner, agent or lessee of a factory who employs any such person in the performance of such work is guilty of a misdemeanor and upon conviction thereof shall be fined the sum of fifty dollars for each such violation. The commissioner of labor, his assistants and deputies, shall enforce the provisions of this section.

Exhibit 8.

ACTIONS FOR INJURIES TO MINORS.

Assembly Bill No. 1358 (Int. No. 79, Senate).

TO AMEND CHAPTER FOUR HUNDRED AND FIFTEEN OF THE LAWS OF EIGHTEEN HUNDRED AND NINETY-SEVEN ENTITLED "AN ACT IN RELATION TO LABOR," CONSTITUTING CHAPTER THIRTY-TWO OF THE GENERAL LAWS RELATING TO VIOLATION OF THE LABOR LAW BY THE EMPLOYMENT OF CHILDREN WHERE SUCH EMPLOYMENT IS PROHIBITED.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Article six of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor" constituting chapter thirty-two of the general laws is hereby amended by adding to the said law after section ninety-two-a the following:

§ *93. Actions for injuries to minors.—An employer who shall contrary to the provisions of this article knowingly employ any minor or direct or permit any minor to work at any employment forbidden to such minor in any of the preceding sections of this article shall be liable to such minor or in case of his death to his personal representatives for all damages resulting from personal injuries sustained in such employment; and in any such action the knowledge by the minor of the violation of this act by the employer or of the dangerous character or conditions of such forbidden employment or his continuance in such employment, shall not be a defense to the employer guilty of such violation. No person of full age who would otherwise be entitled to share in the recovery as next of kin shall share therein if a party to such unlawful employment.*

§ 2. This act shall take effect immediately.

Exhibit 9.

PERMITTING CHILD LABOR IN CANNING FACTORIES.

Assembly Bill No. 1497 (Int. No. 1144).

TO AMEND THE LABOR LAW, IN RELATION TO THE EMPLOYMENT OF CHILDREN IN CANNING FACTORIES DURING VACATION.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section seventy-four of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended to read as follows:

§ 74. **Vacation certificates.**—A child of fourteen years of age, who can read and write simple sentences in the English language, may be employed in a factory during the vacation of the public schools of the city or school district where such child resides upon complying with all the provisions of the foregoing sections, except that requiring school attendance. The

certificate issued to such child shall be designated a "vacation certificate," and no employer shall employ a child to whom such a certificate has been isused, to work in a factory at any time other than the time of the vacation of the public school in the city or school district where such factory is situated. *A child under sixteen years of age may be employed in a factory for canning fruit and vegetables during the vacation of the public schools of the city or school district where such child resides, notwithstanding the provisions of section seventy of this chapter, and without procuring a vacation certificate as required by this section.*

§ 2. This act shall take effect immediately.

Exhibit 10.

RESTRICTING THE HOURS OF LABOR OF WOMEN AND CHILDREN.

Senate Bill No. 142 (identical with Assembly Bill No. 810), introduced by Mr. Townsend January 26, 1903. Not reported out of Judiciary Committee.

TO AMEND THE LABOR LAW RELATIVE TO HOURS OF LABOR.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. Section seventy-seven of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as amended by chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 77. **Hours of labor of minors and women.**—No minor under the age of eighteen years, and no female shall be employed at labor in any factory in this state [before six o'clock in the morning or after nine o'clock in the evening of any day, or for more than ten hours in any one day, or sixty hours in any one week, except to make a shorter work day on the last day of the week; or more hours in any one week than will make an average of ten hours per day for the whole number of days so worked.] *for more than fifty-six hours in any one week, or for more than ten hours in any one day, nor for more than six hours on the last day of the week; nor shall any such minor under the age of eighteen years, or any female be employed before six o'clock in the morning or after nine o'clock in the evening of any day, in any factory in this state.* A printed notice stating the number of hours per day for each day of the week required of such persons, and the time when such work shall begin and end, shall be kept posted in a conspicuous place in each room where they are employed. But such persons may begin their work after the time for beginning and stop before the time for ending such work, mentioned in such notice, but they shall not be required to perform any labor in such factory, except as stated therein. The terms of such notice shall not be changed after the beginning of labor on the first day of the week without the consent of the [factory inspector] *commissioner of labor.*

§ 2. Section seventy-eight is hereby repealed.

§ 3. This act shall take effect immediately.

Exhibit 11.

RESTRICTING THE HOURS OF WORKMEN IN OIL REFINERIES.

Senate Bill No. 49, introduced Jan. 15, 1903, by Mr. Hawkins.

TO AMEND THE LABOR LAW RELATIVE TO EMPLOYEES ENGAGED IN THE MANUFACTURE AND REFINING OF OILS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Article one of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws" as amended by chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine, is hereby amended by adding thereto a new section to be known as section twenty-two and which shall read as follows:

§ 22. No person, copartnership, corporation or manufacturing company engaged in manufacturing or refining benzoine, naphtha, kerosene, turpentine, linseed, and other inflammable oils, and no officer, agent, superintendent or servant of any such person, copartnership, corporation or manufacturing company shall require, permit or suffer his or their employees, who are engaged in the manufacture and refining of benzoine, naphtha, gasoline, kerosene, turpentine, linseed or other inflammable oils to work in the manufacture and refining of such oils for more than ten hours during each or any day of twenty-four hours, during a total of six days in and for the week, such work-time not to exceed a total of sixty hours in and for a week, and shall make no agreement or contract with such employees or any of them providing that they or he shall work more than ten hours in any such day or more than sixty hours in any such week. Persons violating any of the provisions of this section are guilty of a misdemeanor. The factory inspector shall enforce the provisions of this section.

Exhibit 12.

RESTRICTING SUNDAY LABOR OF BOOTBLACKS.

Assembly Bill Nos. 1544 and 2037 (Int. No. 1166), introduced by Mr. Phillips. Passed Assembly and died in Committee of the Whole in the Senate.

TO AMEND THE PENAL CODE, RELATIVE TO BOOTBLACKS.

Section 1. Section two hundred and sixty-three of the penal code is hereby amended to read as follows:

§ 263. **Servile labor.**—All labor on Sunday is prohibited, excepting the works of necessity or charity. In works of necessity or charity is included whatever is needful during the day for the good order, health or comfort of the community. *Except that the work of polishing or blacking boots or shoes shall not be permitted by owners or lessees of stands, stores, railroads, steamboat, hotel or by persons soliciting on the public streets after three o'clock in the afternoon.*

§ 2. This act shall take effect September first, nineteen hundred and three.

Exhibit 13.

AMENDING THE SUNDAY CLOSING LAW.

(*a*) Assembly Bill Nos. 80 and 473 (Int. No. 80), introduced by Mr. Finch. Passed Assembly and died in Senate Committee of the Whole.

TO AMEND THE PENAL CODE RELATIVE TO THE SALE OF PREPARED MEATS, SALADS AND CHEESE ON SUNDAY.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two hundred and sixty-seven of the penal code is hereby amended to read as follows:

§ 267. **Public traffic.**—All manner of [public] selling or offering for sale or delivery of any property on Sunday is prohibited, except [that articles of food may be sold and supplied at any time before ten o'clock in the morning and except also] that meals may be sold to be eaten on the premises where sold or served elsewhere by caterers; and prepared tobacco, milk, ice and soda water may be sold in places other than where *groceries, vegetables,* spirituous or malt liquors or wines are kept or offered for sale *and except also that between the hours of five and eight in the evening, prepared meats and fish, salads and cheese may be sold. And except that between the period of June fifteenth and September fifteenth inclusive in each year butter, milk and ice may be delivered up to ten o'clock in the morning. But nothing in said last sentence contained shall authorize the opening of the place of business to admit customers.* Fruits, flowers, confectionery, newspapers, drugs, medicines and surgical appliances may be sold in a quiet and orderly manner at any time of the day, the provisions of this section, however, shall not be construed to allow or permit the public sale or exposing for sale or delivery of uncooked flesh foods or meats, fresh or salt at any hour or time of the day.

§ 2. This act shall take effect September first, nineteen hundred and three.

(*b*) Assembly Bill Nos. 247 and 689 (Int. No. 245), introduced by Mr. Cohn. Reached third reading and recommitted.

TO AMEND THE PENAL CODE IN RELATION TO THE SALE OR DELIVERY OF UNCOOKED FLESH FOODS ON SUNDAY.

Section 1. Section two hundred and sixty-seven of the penal code of the state of New York as amended by chapter three hundred and ninety-two of the laws of nineteen hundred and one, is hereby amended to read as follows:

§ 267. **Public traffic.**—All manner of public selling or offering for sale of any property upon Sunday is prohibited, except that articles of food, may be sold and supplied at any time before ten o'clock in the morning, by the proprietor of any butcher shop, store or establishment, and except also that meals may be sold to be eaten on the premises where sold or served elsewhere by caterers; and prepared tobacco, milk, ice and soda water in places other than where spirituous or malt liquors or wines are kept or

offered for sale, and fruit, flowers, confectionery, newspapers, drugs, medicines and surgical appliances, may be sold in a quiet and orderly manner at any time of the day. The provisions of this section, however, shall not be construed to allow or permit the public sale or exposing for sale, or delivery of uncooked flesh foods, or meats, fresh or salt at any hour or time of the day; *except that in the city of New York, uncooked flesh or meats, fresh or salt, may be sold or supplied in the city on Sunday at any time before ten o'clock in the morning by the proprietor of any butcher shop, store or establishment.*

§ 2. All acts or parts of acts inconsistent with the provisions of this act be and the same are hereby repealed.

§ 3. This act shall take effect September first, nineteen hundred and three.

Exhibit 14.

REQUIRING TENEMENT-MADE GOODS TO BE LABELED.

(*a*) Assembly Bill No. 130, introduced by Mr. Prince, Jan. 20, 1903.

TO AMEND THE LABOR LAW, RELATING TO LABELING GOODS MANUFACTURED IN TENEMENT HOUSES.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section one hundred and two of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as amended by chapter one hundred and ninety-one of the laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 102. **Goods manufactured in tenement houses to be labeled.**—Articles manufactured, altered, repaired or finished contrary to the provisions of section one hundred of this chapter shall not be sold or exposed for sale by any person. *The person contracting for the manufacture, altering, repairing, or finishing of articles mentioned in section one hundred of this chapter shall cause to be conspicuously affixed to any such article, manufactured, altered, repaired or finished in a tenement house, a label containing the words tenement made, printed in small pica capital letters on a tag not less than two and one-half inches in length. Providing that in the case of cigars or cigarettes the tag shall be affixed to the box containing such cigars or cigarettes. Such article shall not be sold or offered or exposed for sale by any person without such tag so affixed thereto. A violation of this section shall be subject to the penalties and punishments prescribed by law for other violations of the labor law.* No person shall remove or deface any tag or label so affixed.

§ 2. This act shall take effect immediately.

(*b*) Assembly Bill No. 1284, reported as substitute for foregoing No. 130.

§ 102. **Goods [unlawfully] manufactured to be labeled.**—Articles manufactured, altered, repaired or finished contrary to the provisions of section one hundred of this chapter shall not be sold or exposed for sale by any

person. The [factory inspector] *commissioner of labor* shall *cause to be* conspicuously affixed to any such article [found to be unlawfully] manufactured, altered, repaired or finished, *in a tenement house*, a label containing the words "tenement made" printed in small pica capital letters on a tag not less than [four] *two and one-half* inches in length. *In the case of cigars or cigarettes the tag shall be affixed to the box containing such cigars or cigarettes. Such articles shall not be sold or offered or exposed for sale by any person without such tags so affixed thereto.* [The factory inspector shall notify the person owning or alleging to own such article that he has so labeled it.] No person [except the factory inspector,] shall remove or deface any tag or label so affixed. *A violation of this section shall be subject to the penalties and punishments prescribed by law for other violations.*

Exhibit 15.

REQUIRING CERTAIN SAFEGUARDS ON ELEVATORS IN FACTORIES AND STORES.

Assembly Bill No. 2072, introduced by Mr. Lewis (Int. No. 1418), vetoed by the Governor.

TO AMEND THE LABOR LAW, IN RELATION TO ELEVATORS, ELEVATOR CABS OR CARS AND ELEVATOR WELLS IN FACTORIES AND MERCANTILE ESTABLISHMENTS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section seventy-nine of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended to read as follows:

§ 79. **Enclosure and operation of elevators and hoisting shafts; inspection.**—If in the opinion of the [factory inspector]*commissioner of labor*, it is necessary to protect the life or limbs of factory employes, the owner, agent or lessee of such factory where an elevator, hoisting shafts, or well hole is used, shall cause, upon written notice from the [factory inspector] *commissioner of labor*, the same to be properly and substantially enclosed, secured or guarded and shall provide such proper traps or automatic doors so fastened in or at all elevator ways, except passenger elevators enclosed on all sides, as to form a substantial surface when closed and so constructed as to open and close by action of the elevator in its passage either ascending or descending. The *commissioner of labor* [factory inspector] may inspect the cable, gearing or other apparatus of elevators in factories and require them to be kept in a safe condition. *All elevator cabs or cars, whether used for freight or passengers, in a factory shall be provided with some attachment or guard fastened to the floor or tread underneath the door or opening in the cab or car, to prevent accidents to persons while attempting to enter or leave the car before it becomes level with the floor. All elevator wells in factories, built after the passage of this act, shall be so constructed that that part of the inside surface of the well that comes in front of the opening or*

door of the cab or car shall be flush with the cab or car. All freight elevators in factories shall have attached to the bottom of the car opposite the open sides of the elevator shaft, a number of ropes, chains or other devices hanging downward, not less than seven feet long, nor more than four inches apart, to act as a danger signal to warn people of the approach of the elevator. All of the foregoing constructions, work and devices shall be approved by the commissioner of labor. No child under the age of fifteen years shall be employed or permitted to have the care, custody or management of or to operate an elevator in a factory, nor shall any person under the age of eighteen years be employed or permitted to have the care, custody or management of or operate an elevator therein, running at a speed of over two hundred feet a minute.

§ 2. Article eleven of the labor law is hereby amended by adding a new section thereto to be known as section one hundred and seventy-a and to read as follows:

§ 170-a. All elevator cabs or cars, whether used for freight or passengers, in mercantile establishments, shall be provided with some attachment or guard fastened to the floor or tread, underneath the door or opening in the cab or car, to prevent accidents to persons while attempting to enter or leave the car before it becomes level with the floor. All elevator wells in mercantile establishments, built after the passage of this act, shall be so constructed that that part of the inside surface of the well that comes in front of the opening or door of the cab or car shall be flush with the cab or car. All freight elevators in mercantile establishments shall have attached to the bottom of the car opposite the open sides of the elevator shaft, a number of ropes, chains or other devices hanging downward, not less than seven feet long, nor more than four inches apart, to act as a danger signal to warn people of the approach of the elevator. All of the foregoing constructions, work and devices shall be approved by the commissioner of labor.

§ 3. This act shall take effect immediately.

Exhibit 16.

REQUIRING USE OF LIFE NETS IN THE ERECTION OF BRIDGES AND BUILDINGS.

Assembly Bill Nos. 847 and 1631, introduced by Mr. Butler (Int. No. 718) and passed by the Assembly.

TO AMEND THE LABOR LAW, IN RELATION TO THE PROTECTION OF EMPLOYEES ON BUILDINGS AND BRIDGES IN THE COURSE OF CONSTRUCTION.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended by inserting therein a new section to be section nineteen-a thereof, and to read as follows:

§ 19a. **Nets and other devices for protection of employees.**—Every contractor, subcontractor or owner, when constructing a building or bridge, shall provide a network or other sufficient device to protect persons employed thereon in case they fall from such building or bridge. Whenever complaint is made to the commissioner of labor that any such net or other device is not sufficient to afford protection to persons employed on any such building or bridge, he shall immediately cause an inspection to be made thereof. If found insufficient, he may prohibit the use thereof, and require the same to be altered or reconstructed so as to provide sufficient protection. The commissioner of labor, or deputy, making the examination may attach a certificate to the net or other device examined by him, stating that he has made such examination, and that he has found it sufficient or insufficient, as the case may be. If he declares it insufficient he shall at once, in writing, notify the person responsible for its erection of the fact, and warn him against the use thereof. Such notice may be served personally upon the person responsible for its erection, or by conspicuously affixing it to the net or other device declared to be insufficient. After such notice has been so served or affixed, the person responsible therefor shall immediately provide another net or device, or alter the one in use, in such manner as to render it sufficient for the protection of employees, in the discretion of the officer who has examined it or of his superiors. The commissioner of labor or any of his deputies whose duty it is to examine or test any such net or device, as required by this section, may have free access at all reasonable hours to any building, premises or bridge containing them or where they may be used.

§ 2. This act shall take effect immediately.

Exhibit 17.

STATIONARY ENGINEERS AND FIREMEN NOT TO LEAVE STEAM BOILERS UNATTENDED.

Assembly Bill No. 619 (Int. No. 548), introduced by Mr. Costello. Not reported by committee.

TO AMEND THE LABOR LAW, RELATING TO ENGINEERS AND FIREMEN IN CHARGE OF BOILERS AND ENGINES.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section ninety-one of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as added by chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 91. **Inspection of boilers in factories.**—All boilers used for generating steam or heat for factory purposes shall be kept in good order, and the owner, agent, manager or lessee of such factory shall have such boilers inspected by a competent person approved by the factory inspector, once in six months, and shall file a certificate showing the result thereof in such factory office and a duplicate thereof in the office of the factory inspector. Each boiler or nest of boilers used for generating steam or heat for factory

purposes shall be provided with a proper safety valve and with steam and water gauges, to show, respectively the pressure of steam and the height of water in the boilers. Every boiler house in which a boiler or nest of boilers is placed, shall be provided with a steam gauge properly connected with the boilers, and another steam gauge shall be attached to the steam pipe in the engine house, and so placed that the engineer or fireman can readily ascertain the pressure carried. Nothing in this section *except as otherwise provided herein*, shall apply to boilers in factories which are regularly inspected by competent inspectors acting under the authority of local laws or ordinances. *An engineer or fireman, whether licensed and registered pursuant to local laws or ordinances, or without such license, having charge of steam boilers, steam engines or power plants in any factory or other place in any town, village or city in this state shall not leave his post of duty, during working hours, unless some competent person is left in charge thereof during his absence.*

§ 2. This act shall take effect immediately.

Exhibit 18.

REQUIRING FULL CREWS ON FREIGHT TRAINS.

Assembly Bill No. 349 (Int. No. 339), introduced by Mr. Sherry. Not reported.

TO BETTER PROTECT THE LIVES OF RAILROAD EMPLOYEES.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. It shall be unlawful for any railroad company in the state of New York, that runs more than four freight trains in twenty-four hours, to run over their road, or any part thereof, outside of yard limits, any freight train with less than a full crew, consisting of six persons; One engineer, one fireman, one conductor, and three brakemen, except that a light engine without cars shall have the following crew: One engineer, one fireman, one conductor or flagman, when running a distance of ten miles or more, from starting point.

§ 2. That any superintendent, or his assistants or other officer, or employee, of any railroad company doing business in the state of New York, who shall send or cause to be sent out on any road, that runs more than four freight trains in twenty-four hours, any freight train whose crew consists less than those named in section one of this act, shall be guilty of a misdemeanor, and shall be fined not less than twenty-five dollars for each offense.

§ 3. It shall be the duty of the board of railroad commissioners to enforce this act.

§ 4. This act shall take effect immediately.

Exhibit 19.

REQUIRING ADDITIONAL FIREMAN FOR CERTAIN LOCOMOTIVES.

Assembly Bill Nos. 510 and 787 (Int. No. 467), introduced by Mr. Fitzpatrick.

TO AMEND THE RAILROAD LAW REQUIRING AN ASSISTANT TO THE ENGINEER AND FIREMAN IN THE CABS OF LOCOMOTIVES.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Article two of chapter five hundred and sixty-five of the laws of eighteen hundred and ninety, entitled "An act in relation to railroads, constituting chapter thirty-nine of the general laws," is hereby amended by inserting therein a new section to be known as section forty-nine-a, and to read as follows.

§ 49a. Two firemen in cabs of locomotives.—It shall be the duty of every railroad corporation, and of any person or corporation owning, leasing or operating a steam surface railroad in this state, to provide for every locomotive while in operation, where the engineer and fireman are not in the same cab, two firemen in addition to the engineer, one of whom shall at all times, while such locomotive is in operation, remain in the cab with the engineer. Every corporation, person or persons operating any such railroad and violating any of the provisions of this section, shall be liable to a penalty of one hundred dollars for each offense, and for the further penalty of ten dollars for each day that the locomotive shall be permitted to be operated without providing an additional man to aid the engineer, as above provided.

§ 2. This act shall take effect immediately.

Exhibit 20.

EMPLOYERS' LIABILITY AND ACCIDENT INSURANCE.

Assembly Bill Nos. 527 and 1022 (Int. No. 480), introduced by Mr. Bradley.

TO CREATE A CO-OPERATIVE INSURANCE FUND IN CERTAIN PERILOUS OCCUPATIONS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Any corporation, association, co-partnership or person engaged in the business of operating any steam or street railway or road, or electric railway, or iron or salt mine, quarry, steel, iron or glass furnace or electric power company, telephone or telegraph company in the state of New York, or any incorporated city, town or county in the state engaged in the construction of any sewer, excavation or other physical structure, or the contractors engaged in doing any public work in any such town, city or county shall be liable to any employe engaged in such work for any injury resulting to or death of such employe, caused by the negligence of the employer or of any servant, co-servant or employe, and contributory negligence shall be no defense to any action brought to recover damages for such injury or death of such employe. Provided, however, that no employer, city, town or county or the contractors thereof, shall be liable, if the said employer, city, town or county shall pay the

following annual sums in advance, into the hands of the superintendent of insurance of the state of New York as hereinafter provided.

§ 2. Every employer engaged in operating any steam railroad, shall pay an annual sum of two dollars for every person employed by it, in the state of New York. Every employer engaged in operating any surface, elevated or underground railway or trolley road, shall pay the annual sum of one dollar for each person employed by it, in the state of New York.

§ 3. Every town, city and contractor thereof, or iron or salt mine, quarry, steel, iron or glass furnace or electric power company, telephone or telegraph company shall pay such annual sum of money for each person employed in the work of constructing any sewer, excavation or other physical structure as the superintendent of insurance shall consider necessary to insure such employe in the sum of two thousand dollars in the event of death in such employment, provided, however, that such annual payment shall not exceed the sum of two dollars per year for each employe.

§ 4. Every employer, city, town or county or the contractors thereof, may deduct from the wages of their respective employes, a sum not to exceed one-half the amount payable to said superintendent of insurance and make such deductions by weekly, monthly or other periodic installments; such employers to inform their employes of the provisions of this act at the time of employment or of continuance of employment as a condition of such employment.

§ 5. No corporation, association, co-partnership or person shall be entitled to the benefits of this act, unless they shall on the first Monday of each quarter year make a report under oath to the superintendent of insurance, stating the number of persons in their employ in this state, with their respective occupations during the preceding quarter and also if employed for any part of a quarter, then for that fractional part, together with the estimated number of employes for the following quarter and pay to said superintendent of insurance the proper quarterly installment for each person employed during said quarter making up for any shortage in the payment for the preceding quarter and it shall be unlawful for any corporation, association, co-partnership or person to enter into any agreement with any employe or employes to waive the provisions of this act.

§ 6. It is hereby made the duty of the superintendent of insurance of the state of New York to receive and safely keep all moneys and insurance premiums in a distinct fund to be known as the employer's and employes' co-operative insurance fund and the bond of said superintendent of insurance shall be liable for such fund. It shall be his duty to keep accurate account of all recepits and disbursements of such money, and full statistics of the operation of this function of his department.

§ 7. In the event of death of an employe insured under the provisions of this act, who shall have done to his or her death by causes arising therein, provided such death shall not occur at a period longer than two years from the date of the injury, then the superintendent of insurance, upon satisfactory proof, shall pay the sum of two thousand dollars to the widow, if any, or the next of kin, and in case of serious injury the em-

ployé shall receive the sum of thirty dollars per month during the continuance of such injury provided, however, when the total payments amount to one hundred and eighty dollars they shall cease.

§ 8. The superintendent of insurance shall make a full report to the legislature in January of each year of the operations of this act. He shall receive for the necessary expenses of handling and administering this fund one per centum of the receipts of such fund and shall make all regulations concerning the insurance provisions of this act.

§ 9. This act shall take effect immediately.

Exhibit 21.

REGULATING THE PRACTICE OF BARBERING.

Assembly Bill introduced by Mr. Finch (Int. No. 189, printed No. 190). Amended. Corresponding Senate bill became Chapter 632 (printed in Appendix I).

TO REGULATE THE PRACTICE OF BARBERING IN THE STATE OF NEW YORK; TO ESTABLISH A STATE BOARD OF BARBER EXAMINERS, AND TO PROVIDE FOR THE SANITARY INSPECTION OF BARBER SHOPS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Within thirty days after the passage of this act the governor shall appoint a board of barber examiners for the state of New York. The board shall consist of four members, two of whom shall be master barbers and two of whom shall be journeymen barbers, and each of whom shall serve for a term of five years from the date when his appointment shall take effect, except that those first appointed shall serve as follows: one for one year, one for two years, one for three years, and one for four years, from the date when his appointment shall take effect respectively, and except in the case of an appointment to fill a vacancy. No person shall be eligible to appointment as a member of said board unless he shall have been continuously for five years last past engaged in the occupation of a barber within this state.

§ 2. Said board so appointed, and its successors, shall be known by the name board of barber examiners of the state of New York. Every person so appointed to serve on said board shall receive a certificate of his appointment from the governor of the state of New York, and within ten days after receiving such certificate, shall take, subscribe and file, in the office of the secretary of state, the constitutional oath of office.

§ 3. Each member of such board shall receive as compensation the sum of five dollars for each day necessarily and actually engaged in the performance of his duty as a member of said board and three cents for each mile necessarily and actually travelled by him in attending the meetings of said board, which sum or sums shall be paid out of any moneys in the hands of the treasurer of said board.

§ 4. The first meeting of said board shall be held within thirty days after their appointment as aforesaid, at a time and place to be fixed by a majority thereof, who shall give suitable notice thereof to all the members of said board. At such meeting the board may adopt a common seal, and shall elect from among its members a president, a secretary and a treas-

urer. The treasurer shall receive all fees paid for licenses or certificates, and shall keep a record thereof and of all disbursements of said board, in a book to be kept for that purpose. The treasurer shall not pay out or disburse any of the moneys so received by him except upon the order of the board. Before entering upon the performance of his duties the treasurer shall file with the state comptroller a bond with sufficient sureties to the people of the state of New York, in the penal sum of ten thousand dollars, to be approved by the state comptroller, conditioned that he will well and truly pay over all moneys received by him according to law and in compliance with the provisions of this act, and that he will otherwise faithfully discharge the duties of his office.

§ 5. The board of examiners shall have the power to appoint sub-boards of examiners, in such cities and villages of this state, as they in their judgment shall deem necessary. Said sub-boards shall each consist of one master barber and one journeyman barber, and shall possess the same qualifications, receive the same compensation, and have the same power as the said board of examiners of the state of New York, while conducting the examinations hereinafter provided for. Said sub-boards shall be subject at all times to the jurisdiction and control of the board of barber examiners of the state of New York, and shall serve during the pleasure of said state board. The sub-boards shall report the result of their examinations, without delay, to the state board of examiners, and the latter shall issue certificates of qualification to the persons who have qualified in said examinations.

§ 6. No person shall hereafter practice the occupation of a barber in this state, unless such person shall have first received a certificate of qualification from the board of examiners provided for in section one of this act. For the purpose of examining applicants for certificates of qualification as barbers the said board of examiners shall appoint the times and places for holding examinations. Such appointment shall be made with due regard to the convenience of the applicants and the public service. Said state board of examiners shall prescribe the mode and manner of conducting such examinations and shall appoint two of its members, one of whom shall be a master barber and the other a journeyman barber to conduct such examinations, or said board may designate a sub-board to conduct such examinations. Said board of examiners is authorized to incur all expenses necessary to carry out, in a prompt and efficient manner, the provisions of this act, and to pay the same out of any moneys in the hands of the treasurer of said board, except, however, said board of examiners shall not incur any expense or obligation for which the state of New York shall be liable.

§ 7. Each person on filing his application for examination shall pay to the treasurer of the said board of examiners the sum of five dollars, which sum shall be returned in case said applicant shall fail to pass said examinations. Such payment shall constitute a part of the fund to pay the compensation and expenses of said board. The board shall keep a list of the names and places of business of all persons to whom certificates of qualification are granted under the provisions of this act, in a book provided for that purpose, with the names arranged in alphabetical order, and said book shall be at all times open to public inspection.

§ 8. Every person now engaged in the business of a barber in this state, shall, within three months after the passage of this act, file an affidavit with the secretary of said board, setting forth his or her name, place of business, post office address, the length of time he or she has been engaged in the business of a barber, and pay to the treasurer the sum of one dollar, for the certificate provided for in this act.

§ 9. Said board shall furnish to each person to whom a certificate of registration is issued, a card or insignia bearing the seal of the board and the signatures of its president and secretary, certifying that the holder thereof is entitled to practice the occupation of a barber in this state, and it shall be the duty of the holder of such card or insignia to post the same in a conspicuous place in the shop or place where he or she is working, where it may be readily seen by all persons whom he may serve.

§ 10. Said board of examiners shall have power to revoke any certificate of registration granted by it under this act, for (a) conviction of a felony; (b) habitual drunkenness for six months immediately preceding a charge duly made; (c) gross incompetence or (d) the use of unclean towels, cups or any other unclean utensils used by barbers which are liable to spread contagious or infectious diseases; provided, that before any certificate shall be so revoked the holder thereof shall have notice in writing of the charge or charges against him or her, and shall at a day and place specified in said notice, at least ten days after the service thereof, be given a public hearing and full opportunity to produce testimony in his or her behalf or to confront the witnesses against him or her. Any person whose certificate has been so revoked, may, after the expiration of three months, apply to have the same regranted, and the same shall be regranted to him or her upon a satisfactory showing that the disqualification has ceased.

§ 11. The board shall cause to be made and filed with the state comptroller, on or before the first day of December of each year, a report showing the receipts and disbursements of said board and the balance in the hands of the treasurer of said board, together with a statement of the amount of such balance necessary to be held in the hands of the said treasurer to meet the expenses of the ensuing year. The comptroller shall thereupon make and file in his office an estimate of the amount of such balance necessary to be held by said board for the purposes hereinbefore stated, which sum may be retained by said board for said purposes and the balance of said surplus paid by the treasurer of said board into the state treasurer.

§ 12. The said state board of examiners shall have the power to appoint fifty inspectors, one inspector to be assigned to each senatorial district throughout this state. It shall be the duty of said inspectors to examine such barber shops as they may be directed by the state board of examiners and to report the condition of such shops and of the shaving utensils or articles used by the barber or barbers therein, to said board of examiners. The said inspectors shall receive as compensation for their services the sum of three dollars for each day necessarily and actually occupied by them in the performance of their duties as such inspectors, and three cents for each mile necessarily and actually travelled by them in making

the inspection herein provided for, to be paid out of any moneys in the hands of the treasurer of said state board of examiners.

§ 13. Upon the report of an inspector, duly appointed as herein provided, or of a member of the state board of examiners or of a member of a sub-board of examiners in any city or village of the state, that a barber shop is in an unsanitary condition, said state board of examiners shall be empowered to call upon the state or local board of health, to declare such shop a public nuisance, and should the proprietor of said shop fail to abolish said nuisance within a period of thirty days after notice to do so by either the state or local board of health, the board of examiners provided for in this act shall be empowered to call upon the aforesaid board of health to abolish the aforenamed public nuisance.

§ 14. To shave, trim the beard, or cut the hair of any person for hire or reward, received by the person performing such service, or any other person, shall be construed as practicing the occupation of a barber within the meaning of this act. This act shall not in any way apply to or affect any person who is now occupied or working as a barber in this state, nor any person employed in a barber shop or an apprentice, except that a person so employed less than three years prior to the passage of this act, shall be considered an apprentice, and at the expiration of such three years of such employment shall be subject to the provisions of this act.

§ 15. Any person violating any of the provisions of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than ten dollars or imprisonment in the county jail for a period of not less than thirty days, or by both such fine and imprisonment.

§ 16. This act shall take effect ninety days after the passage thereof.

Exhibit 22.

REGULATING THE OPERATION OF ELEVATORS.

Assembly Bill No. 1475 (Int. No. 1140), introduced March 19, 1903, by Mr. Fitzpatrick. Not reported by Committee on the Affairs of Cities.

TO REGULATE ELEVATOR CONDUCTORS AND THE OPERATION OF ELEVATORS IN THE CITY OF NEW YORK.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The superintendent of buildings in each borough in the city of New York shall have espionage over all elevators and operators thereof in the borough wherein he is the superintendent of buildings and for the purposes this act shall appoint as many inspectors and clerks as may be necessary to enforce the provisions of this act. It shall be the duty of the inspectors to inspect all buildings wherein elevators are operated, as often as may be necessary to enforce compliance with the provisions of this act, and with such other duties as the superintendent of buildings may from time to time prescribe. The compensation of said inspectors shall be fixed and regulated by the board of estimate and apportionment of the city of New York.

§ 2. On and after the first day of July, nineteen hundred and three, no person or persons shall operate, manage, or run an elevator in any build-

ing within the city of New York unless he or she shall have passed a satisfactory examination to be held under the auspices of the superintendent of buildings in which the elevator or elevators to be run, operated or managed by him or her be situated. Such examination shall consist of a thorough investigation of the candidates' knowledge of the running parts and mechanism of elevators. And it is further provided that no person or persons shall be licensed under the provisions of this act to operate an elevator in the said city of New York until he or she shall prove to the satisfaction of the superintendent of buildings of the borough in which he or she proposes to operate an elevator, that he or she is a person over the age of twenty-one years and of moral, reliable and sober habits and shall have been previous to his or her application for a license for him or her to operate an elevator under the instructions of a competent and licensed elevator operator, or other person duly qualified for a period of thirty days immediately preceding such application.

§ 3. Upon passing such examination to the satisfaction of the superintendent of buildings said superintendent of buildings shall issue to the applicant upon payment of a fee of two dollars a certificate that he or she is duly qualified to run an elevator within the borough wherein said application is made; such certificate upon application and proof by affidavit that the operator has successfully and faithfully operated an elevator during the present term be renewed on or before the first day of January of each and every year upon payment of the annual fee of two dollars; a new certificate issued to him or her authorizing him or her to operate an elevator within the borough for the year next ensuing, all fees thus received by the superintendent of buildings to be paid into the city treasury.

§ 4. All applicants having passed a satisfactory examination shall, together with a certificate or license hereinbefore mentioned, receive a badge bearing a number corresponding with the number on the certificate handed to him or her, which shall be worn in a conspicuous place upon his or her person at all times while operating an elevator.

§ 5. It shall be the duty of all inspectors to be appointed as provided in this act to inspect as often as possible all buildings or structures where elevators are in use in the borough wherein he was appointed, and to ascertain the number of men or women employed in such building or structure as elevator operators together with their respective names, ages and residences, where and how long employed, and where they have been duly licensed to operate an elevator. Should said inspector in any instance find that the provisions of this act are being violated it shall be his duty to immediately cause the operation of said elevator to be suspended and the person or persons violating any of the provisions of this act arrested. Each inspector shall report daily to the superintendent of buildings of the borough wherein he is employed any and all violations of this or any preceding act regulating the management and operation of elevators.

§ 6. Any owner or owners, lessee or manager, or other person or persons having control or management of any elevator or elevators within the city of New York who employs or causes to be employed any person or persons to operate an elevator or any person or persons who in any

wise violate the provisions of this act or transfers to another person or persons his or her badge shall be guilty of a misdemeanor. Any person or persons who shall wilfully or negligently injure, maim or kill any passenger upon an elevator operated by him or her shall upon the direction of the superintendent of buildings surrender his or her license and he or she shall thereafter be disqualified from operating an elevator.

§ 7. All acts and parts of acts inconsistent with his act are hereby repealed.

LEGAL RIGHTS AND PRIVILEGES.

Exhibit 24.

REQUIRING RAILWAY COMPANIES TO PAY WAGES SEMI-MONTHLY.

Senate Bill No. 340 (Int. No. 299), introduced by Mr. Hawkins. Substantially identical with Assembly Bill No. 208 and Senate Bill No. 337.

TO AMEND CHAPTER FOUR HUNDRED AND FIFTEEN OF THE LAWS OF EIGHTEEN HUNDRED AND NINETY-SEVEN, ENTITLED "AN ACT IN RELATION TO LABOR," CONSTITUTING CHAPTER THIRTY-TWO OF THE GENERAL LAWS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section ten of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended to to read as follows:

§ 10. When wages are to be paid.—Every corporation or joint stock association or persons carrying on the business thereof by lease or otherwise, shall pay weekly to each employe the wages earned by him to a day not more than six days prior to the date of such payment. But every person or corporation operating a steam surface railroad shall on or before the *twenty-fifth* day of each month pay to the employes thereof the wages earned by them during the *first half ending with the fifteenth day of the current month and on or before the tenth day of each month the employes thereof the wages earned by them during the last half of the* preceding calendar month.

§ 2. This act shall take effect the first day of June, nineteen hundred and three.

Exhibit 25.

REQUIRING EMPLOYERS TO PAY INTEREST ON CASH SECURITY DEPOSITED BY EMPLOYES.

Assembly Bill No. 861 (Int. No. 732), introduced by Mr. Rosenstein.

PROVIDING FOR THE PAYMENT OF INTEREST ON CASH SECURITY DEPOSITED BY EMPLOYES WITH THEIR EMPLOYERS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Whenever any person or corporation shall exact from any of its employes a deposit of money as security for the faithful performance of the duties of such employe, interest at the rate of six per centum

per annum shall be paid by such person or corporation to such employe upon the amount so deposited by him. Such interest shall be paid at least once in each three months upon the demand of the employe making such deposit, or his legal representatives or assigns. Upon the termination of the employment of such employe, such person or corporation shall repay to such employes, or his legal representatives or assigns, the amount of such deposit with all unpaid interest thereon.

§ 2. If such person or corporation shall refuse to pay interest on such deposit, when demanded by the employe making such deposit or his legal representatives or assigns, as provided in the preceding section, such person or corporation shall be liable to a penalty of three times the amount of such interest remaining unpaid and due, to be recovered in an action brought therefor in a court of competent jurisdiction.

§ 3. This act shall take effect immediately.

Exhibit 26.

LOANS ON SALARIES OR WAGES.

(*a*) Assembly Bill Nos. 934 and 1928 (Int. No. 791), introduced by Mr. Burke. Passed Assembly; on General Orders in Senate.

RELATING TO LOANS ON SALARIES.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. All persons and corporations in cities of the first and second class engaged in the business of loaning money on salaries, wages and earnings, or other security, shall, on or before the fifteenth day of each month, file with the county clerk where such loans are made, a detailed statement showing the amount of money loaned to each person during the preceding calendar month, together with the names of the persons to whom loaned and the amount of interest charged on each loan. Any person or corporation failing to comply with the provisions of this act shall be subject to a penalty of fifty dollars for each such failure.

§ 2. This act shall take effect immediately.

(*b*) Assembly Bill No. 2102 (Int. No. 1434), introduced by Mr. G. H. Smith, April 21, 1903.

TO REGULATE THE BUSINESS OF LOANING MONEY UPON ASSIGNMENTS OF WAGES OR SALARY.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. No person not a citizen of the state of New York shall engage in the business of loaning money upon an assignment or assignments of wages or salary, either in his own name or in the name of another, unless he shall first pay to the treasurer of the state of New York a license fee in the sum of one hundred dollars, and shall deposit with the county treasurer in each county where said person shall do business the sum of two hundred dollars, as security for the payment of any judgment that may be secured against said person by reason of any action arising in connection with the business of loaning money on assignments of wages or salary. The duration of all such licenses shall be until the first day of September following the date for which the license is paid; and

no person shall continue to engage in said business after the period covered by the license fee has expired, unless the same shall have been renewed by another payment of one hundred dollars and the said deposit of two hundred dollars be maintained.

§ 2. Any person who shall engage in the business of loaning money upon assignments of wages or salary without complying with the provisions of section one, shall not be entitled to bring any action in any court whatever for the enforcement of any assignment of wages or salary, nor shall such person be entitled to make any charge for services rendered or expenses incurred in connection with any loan made upon an assignment of wages or salary.

§ 3. No person engaged in the business of loaning money upon assignments of wages or salary shall make any charge for services in connection with said loan, either for himself or indirectly through any other person, to exceed the sum of five per centum on the amount of the money loaned in any one month. If any person engaged in the business of loaning money on assignments of wages or salary shall refer any applicant for a loan to any other person, for the purpose of having any services rendered or thing done in connection with said loan, or to further the procuring of said loan, and a charge shall be made by the person to whom the said applicant shall be referred, the charge so made shall be considered for the purposes of this act as if made by the said person engaged in the business of loaning and to whom the application for a loan was made. If any person shall ask or charge a fee or commission for procuring any loan upon an assignment of wages or salary from another person, the said fee or commission shall be considered for the purpose of this act as if charged and collected by the person making the loan.

§ 4. Any person having made a deposit with the county treasurer of any county, in accordance with the provisions of section one of this act, may withdraw the same upon filing with the county treasurer his affidavit stating that he does not hold any assignments of wages or salary within the said county, and that it is not his intention for the present to continue the business in said county of loaning money upon assignments of wages or salary.

§ 5. The word person when used in this act shall be construed to apply to any person, firm, association or corporation.

§ 6. This act shall take effect September first, nineteen hundred and three.

Exhibit 27.

FORBIDDING DISCRIMINATION AGAINST MEMBERS OF THE NATIONAL GUARD.

Assembly Bill No. 202, introduced Jan. 23, 1903, by Mr. Hughes; amended (bills Nos. 776, 1017, 1191 and 1530) and passed Cf. Chapter 349.

TO AMEND THE PROVISIONS OF TITLE EIGHT OF THE PENAL CODE, RELATING TO CRIMES AGAINST PUBLIC JUSTICE.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Title eight of the penal code is hereby amended by inserting a new section to be known as section one hundred and seventy-one-b, and to read as follows:

§ 171-b. Any person or persons, employer or employers of labor, or any corporation or corporations, or any person or persons, on behalf of any corporation or corporations, and any association or labor union or combination of labor, or any person or persons on behalf of any association or labor union or combination of labor, who shall hereafter coerce or compel any person or persons, employee or employees, laborer or mechanic, to enter into an agreement either written or verbal, for such person or persons, employee, laborer, or mechanic to refrain from enlistment in the national guard of the state of New York, as a condition of such person or persons securing employment or continuing in the employment of any such person or persons, employer or employers, corporation or coporations, or becoming a member of or retaining a membership in any association or labor union or who shall discriminate against discharge from their employ or deprive of following their vocation or trade, an individual by reason of his being a member of the national guard of the state of New York, shall be deemed guilty of a misdemeanor. The penalty for such misdemeanor shall be imprisonment in a penal institution for not more than six months, or by a fine of not more than two hundred dollars or by both such fine and imprisonment.

§ 2. This act shall take effect immediately.

Exhibit 28.

WHEN STREET CAR MOTORMEN MAY BE POLICEMEN.

Assembly Bill, Int. No. 311 (printed Nos. 314, 946, 1214, 1447, 1627 and 1908), introduced by Mr. Wemple—read once and referred to the Committee on Railroads—reported from said Committee with amendments, ordered reprinted as amended and recommitted to said Committee—amended on second reading, ordered reprinted as amended to a third reading, and when reprinted to be referred to the Committee on Revision—on third reading ordered recommitted to said Committee with instructions to report forthwith amended—to be reprinted as so amended and recommitted to said Committee—reported from said committee with amendments, ordered reprinted and restored to its place on the order of third reading.

TO AMEND CHAPTER FIVE HUNDRED AND THIRTY-NINE OF THE LAWS OF EIGHTEEN HUNDRED AND NINETY-NINE, ENTITLED "AN ACT TO AMEND THE RAILROAD LAW, RELATIVE TO WHEN CONDUCTORS, MOTORMEN AND BRAKEMEN MAY BE POLICEMEN.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section fifty-eight of chapter five hundred and sixty-five of the laws of eighteen hundred and ninety, entitled "An act in relation to railroads, constituting chapter thirty-nine of the general laws," is hereby amended to read as follows:

§ 58. **When conductors, brakemen and motormen may be policemen.**—The governor may appoint any conductor or brakemen on any train conveying passengers on any [steam] railroad in this state, *or any conductor or motorman who has been in his employer's service at least thirty days, on any cars moved by means of electricity operating within and outside the*

limits of any incorporated city or village in this state, a policeman, with all the powers of a policeman in cities and villages, for the preservation of order and of the public peace, and the arrest of all persons committing offenses upon the land or property of the corporation owning or operating such railroad; and he may also appoint, on the application of any such corporation, or of any steamboat company, such additional policemen, designated by it, as he may deem proper, who shall have the same powers, in such counties as may be designated in his commission. Every such policeman shall within fifteen days after receiving his commission, and before entering upon the duties of his office, take and subscribe the constitutional oath of office, and file it with his commission in the office of the secretary of state, who shall thereupon transmit to the county clerk of each county in which such policeman is authorized to act, a certificate, under his hand and official seal, setting forth the appointment and the filing of the commission and oath, which certificate shall be filed by the county clerk. Every such policeman shall when on duty wear a metallic shield, with the words "railway police" or "steamboat police" as the case may be, and the name of the corporation for which appointed inscribed thereon, which shall always be worn in plain view, except when employed as a detective. The compensation of every such policeman shall be such as may be agreed upon between him and the corporation for which he is appointed, and shall be paid by the corporation. When any corporation shall no longer require the services of any such policeman they may file notice to that effect in the several offices in which notice of his appointment was originally filed, and thereupon such appointment shall cease and be at an end.

§ 2. This act shall take effect immediately.

Exhibit 29.

RELATING TO INJUNCTIONS.

Assembly Bill No. 150 (printed Nos. 151 and 331), introduced by Mr. Prince, Jan. 21, 1903. Not reported.

TO AMEND SECTION SIX HUNDRED AND THREE, OF THE CODE OF CIVIL PROCEDURE, RELATING TO INJUNCTIONS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section six hundred and three, code of civil procedure is hereby amended to read as follows:

§ 603. Where it appears, from the complaint, that the plaintiff demands and is entitled to a judgment against the defendant, restraining the commission or continuance of an act, the commission or continuance of which, during the pendency of the action, would produce injury to the plaintiff, an injunction order may be granted to restrain it. *When such action is brought to restrain the doing of an act or acts alleged to hinder, interfere with or disturb any employer of labor in his business by his employes actively engaged therein, discharged therefrom or having been previously employed therein and then engaged in a strike, or to restrain any act or*

acts by labor unions or associations so acting in concert with such person or persons so previously employed or discharged, an injunction order shall not be granted except upon such notice as the court or judge may direct. The case provided for in this section, is described in this act, as a case where the right to an injunction depends upon the nature of the action.

§ 2. This act shall take effect September first, nineteen hundred and three.

PUBLIC EMPLOYMENT.

Exhibit 30.

REGULATING THE EMPLOYMENT OF NATURALIZED CITIZENS ON PUBLIC WORK.

Assembly Bill No. 302 (printed No. 305), introduced by Mr. Fitzpatrick, Jan. 29, 1903.

TO AMEND THE LABOR LAW, RELATING TO THE EMPLOYMENT OF CITIZENS OF THE UNITED STATES ON PUBLIC WORKS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section thirteen of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended to read as follows:

§ 13. **Preferences in employment of persons upon public works.**—In the construction of public works by the state or a municipality, or by persons contracting with the state or such municipality, or by persons contracting with such persons only citizens of the United States shall be employed; *no naturalized citizen shall be employed in the construction of such work unless he shall, before entering upon such employment, produce to the board, officer, agent, contractor or other person who may employ him, his naturalization papers, or a certified copy thereof, for the inspection of such board, officer, agent, contractor or other person and it shall be the duty of such board, officer, agent, contractor or other person to make or cause to be made, a written memorandum containing the name of the person employed, the date of the employment, the date of the naturalization certificate and the name of the court and place where he was naturalized, which memorandum shall be filed in the office of the state factory inspector and of the clerk of the municipality for which the work shall be performed, or if performed for the state, then it shall be filed in the office of the state factory inspector and of the superintendent of public works, and it shall be a public record and open to the inspection of the public,* and in all cases where laborers are employed on any such public works, preference shall be given citizens of the state of New York. In each contract for the construction of public works, a provision shall be inserted, to the effect that if the provisions of this section are *wilfully and knowingly violated* the contract shall be void.

§ 2. This act shall take effect immediately.

Exhibit 31.

PRESCRIBING CONDITIONS OF EMPLOYMENT ON PUBLIC STREET WORK.

Assembly Bill No. 1008 (printed No. 1269), introduced by Mr. Ulrich, March 11, 1903.

REQUIRING THAT ALL REPAVING, REFLAGGING AND REPAIRING OF THE STREETS, AVENUES AND PUBLIC PLACES OF CITIES OF THE STATE BE DONE BY DAY'S WORK, AND THAT NONE BUT CITIZENS AND RESIDENTS BE EMPLOYED.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. All work relating to or connected with the repaving, reflagging or otherwise repairing of the streets, avenues and public places in all cities in this state, and to the relaying, resetting or repairing of the crosswalks, curbstones or sidewalks thereof, shall hereafter be done by day's work only; and no one shall be engaged at such work who is not a citizen of the United States and a legal resident of the city wherein and by which he is employed.

§ 2. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 3. This act shall take effect immediately.

Exhibit 32.

PRESCRIBING QUALIFICATIONS OF INSPECTORS OF PUBLIC WORK.

Assembly Bill No. 1033 (printed No. 1303), introduced March 12, 1903, by Mr. Ulrich.

PROVIDING FOR THE EXAMINATION OF APPLICANTS FOR FOREMEN, INSPECTORS AND SUPERVISORS OF PUBLIC WORKS BY THE STATE OR BY ANY STATE OFFICER OR STATE DEPARTMENT, OR BY ANY CITY, OFFICER OR CITY DEPARTMENT.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. No person shall hereafter be appointed foreman, inspector or supervisor by the state or by any state officer or state department or by any city, city officer or city department to superintend, supervise or inspect any public work of the state or of or in any city in the state who is not qualified by practical knowledge and experience in the same, and who has not previously passed such examination as required by law. A special examination shall be arranged by and under the direction of the civil service authority of the state or the respective cities thereof for the purpose of this act, the same to be upon such subject or subjects as shall be calculated to test the practical knowledge, experience and qualification of the applicant for the particular service or work to be performed in the particular cases in this act provided.

§ 2. This act shall take effect immediately.

Exhibit 33.

REQUIRING THE SUB-DIVISION OF CONTRACTS ON PUBLIC WORK.

(*a*) Assembly Bill No. 309 (printed No. 312), introduced by Mr. Mortimer.

TO REGULATE THE AWARDING OF AND THE ASSIGNMENT AND SUBLETTING OF CONTRACTS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. All specifications or contracts hereafter made or awarded by the state, or by any county, or municipal corporation, or any public department or official thereof, for the erection and construction of buildings shall be understood to embrace stone and mason work, carpenter work, painting and decorating work, plumbing, heating, electrical work, structural iron work and roofing.

§ 2. The officer, board or commission charged with the duty of drawing specifications and contracts for the erection and construction of buildings for the state, or any political or other sub-division of the state, must draw separate specifications and contracts to cover the separate kinds of work referred to in section one of this act, and they must be so drawn as to permit of unfettered bidding for and upon the separate branches of work to be performed.

§ 3. All contracts hereafter awarded by the state, or by any county, or municipal corporation, or public department or official thereof, for the erection and construction of buildings, are to be awarded separately upon the separate branches of work, as referred to in section one of this act, to responsible and reliable individuals, firms and corporations engaged in the business of the kind to which the work to be performed belongs.

§ 4. No bid shall be received or accepted by the state or by any county or by any municipal corporation or any public department or official thereof unless the party making the bid show by affidavit that he is a citizen of the United States, and as a test of his fitness to properly perform the work bid for, that he is a contractor in the particular line and has had at least five years' practical experience.

§ 5. If any person, firm or corporation to whom any contract is hereafter let, granted or awarded, by the state, or any county, or any municipal corporation, or by any public department or official thereof, shall, without the previous written consent specified in section five of this act, assign, transfer, sublet or otherwise dispose of the same, or any right, title or interest therein to any other person, firm or coporation; the state, county, municipal corporation, public department or official as the case may be, which let or awarded said contract shall revoke and annul such contract, and the state; county, municipal corporation, public department or officer, as the case may be, shall be relieved and discharged from any and all liability and obligations growing out of said contract to such contractor, and to the person, firm or corporation to whom he shall assign, transfer or sublet or otherwise dispose of any right, title or interest in the same, and said contractor, and his assignee, transferee or sub-lessee shall forfeit and lose all moneys theretofore earned under said contract except so much as may be required to pay his employes; provided that nothing

herein contained shall be construed to hinder, prevent or affect an assignment by such contractor for the benefit of his creditors, made pursuant to the statutes of this state.

§ 6. All acts and parts of acts inconsistent with this act are hereby repealed.

§ 7. This act shall take effect immediately.

(*b*) Assembly Bill No. 1923, substituted on order of third reading for preceding bill, as amended in Bill No. 1486.

TO REGULATE THE AWARDING OF AND THE ASSIGNMENT AND SUBLETTING OF CONTRACTS FOR PUBLIC WORK.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Every officer, board, department or commission charged with the duty of preparing specifications or awarding or entering into contracts for the erection and construction of buildings for the state or any municipal corporation must prepare separate specifications and award and enter into separate contracts for the performance of the separate branches of the work as follows: Construction; plumbing; heating; electrical work; work of painting, decorating, wood finishing or carving. Said specifications must be so drawn as to permit unfettered bidding for and upon said separate branches of work to be performed.

§ 2. All contracts hereafter awarded by the state or any municipal corporation or department, board, commission, or officer thereof, for the erection and construction of buildings shall be awarded separately upon the separate branches of work, as specified in section one of this act, to responsible and reliable persons, firms or corporations engaged in the business of the kind to which the work to be performed belongs, unless lower bids are received for all of said branches of work taken together.

§ 3. If any person, firm or corporation to whom any such contract is hereafter awarded shall without the previous written consent of the state or municipal corporation or department, board, commission, or officer thereof, which awarded the same, transfer or assign such contract or sublet any of said separate branches of work embraced therein, the said municipal corporation or department, board, commission, or officer thereof, which awarded said contract, may declare the same to be null and void and the work thereunder abandoned and the state or municipal corporation shall thereupon be relieved from any further liability or obligation therein or therefor; nothing herein contained, however, shall be construed to hinder, prevent or affect a general assignment made pursuant to law for the benefit of creditors or an assignment of any such contract or interest therein made in good faith as collateral security for a loan of money with which to carry on the work contemplated by such contract.

§ 4. This act shall take effect immediately.

Exhibit 34.

CREATING A PENSION FUND FOR VOLUNTEER FIREMEN IN CITIES.

Assembly Bill No. 153 (printed No. 154), introduced by Mr. Duer, Jan. 21, 1903.

TO CREATE A PENSION FUND FOR VOLUNTEER FIREMEN, TO PROVIDE FOR THE APPOINTMENT OF BOARDS OF COMMISSIONERS AND FOR THE PAYMENT OF AN ANNUAL PENSION TO INDIGENT OR PERMANENTLY DISABLED FIREMEN WHO HAVE BEEN OR WHO MAY BE HONORABLY DISCHARGED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK GOVERNING THE VOLUNTEER FIRE DEPARTMENT ORGANIZATION IN THE CITIES OF THE FIRST, SECOND AND THIRD CLASS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. For the purpose of providing for the payment of the pensions hereinafter specified the mayor and chief financial officers who are invested with the proper authority to make the annual appropriations in cities of the first, second and third class in the state of New York, may appropriate from the excise fund an account not to exceed the sum of ten per centum or from any other source that may be available the sum or sums annually that may be necessary for that purpose.

§ 2. Within thirty days after the passage of this act the mayor or chief officer of any such city may appoint, namely: For cities of the first class a commission of five persons; for cities of the second class a commission of four persons; for cities of the third class a commision of three persons, who shall be selected from the exempt members of the volunteer fire departments now existing or that formerly existed in any part of any such city or former town now forming part of any such city and who shall serve without compensation.

§ 3. Within ten days after the appointment of said commissioners they shall meet and determine by lot the term of office of each commissioner and said terms of office shall be so arranged that one will expire annually and upon the expiration of said term the mayor or chief officer of any such city shall appoint a successor. Each commissioner shall continue to hold office until his successor is appointed. Said commissioners shall organize by electing a president and secretary and when organized shall be styled the board of pension commissioners of the volunteer fire department of any such city and they shall be furnished with a proper place to hold their meetings and shall be furnished with the necessary books and stationery by the proper authorities of any such city.

§ 4. All volunteer firemen who shall have been or who may hereafter be honorably discharged, having served the time prescribed by law, from a volunteer fire department organization in any city or former town now forming part of any such city, of the first, second and third class who are in indigent circumstances, or who were or who may be permanently disabled in the performance of their duties as firemen shall be entitled to an annual pension of two hundred dollars, to be paid semi-annually, payable by the proper financial authority of any such city, out of the fund provided for that purpose, upon the certification of the commissioners appointed by the provisions of this act.

§ 5. Upon the application of a member of a volunteer fire department who has served the time prescribed by law, to be placed upon the pension-roll, said board of commissioners in each city respectively, shall examine into all the facts in each case and if the claim is made upon the ground of disability from exposure or injuries received in the discharge of his duty as such fireman they shall have the power to employ a physician to make a medical examination in order to determine whether such disability is likely to be permanent. In case the claim is made that the applicant is indigent, then the said boards respectively shall examine into all the circumstances of the respective cases and the decision of a majority of any such boards shall be binding.

§ 6. Whenever a majority of said board of commissioners in any such cities respectively, shall certify to the chief financial officer or officers of any such city that they have placed upon the volunteer firemen's pension-roll of any such city the name of any such applicant, then there shall be paid to him, out of the fund provided for that purpose, by said chief financial officer or officers semi-annually the amounts specified by the provisions of this act.

§ 7. This act shall take effect immediately.

Exhibit 35.

ESTABLISHING THE TWO PLATOON SYSTEM IN THE FIRE DEPARTMENTS OF NEW YORK AND BUFFALO.

Senate Bill No. 81 (identical with Assembly Bill No. 808), introduced by Mr. Russell.

TO PROVIDE FOR THE DIVISION OF THE OFFICERS, ENGINEERS AND FIREMEN OF THE FIRE DEPARTMENTS IN CITIES OF THE FIRST CLASS INTO TWO PARTS OR PLATOONS, AND REGULATING THE HOURS OF SERVICE THEREOF.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The officers, engineers and firemen of the fire department in every city of the first class shall be divided by the fire commissioner, the board of fire commissioners or other head of such department, into two parts or platoons, the members of each of such parts or platoons to be, as nearly as can be, equal in number, one of such parts or platoons to be called the day platoon and the other the night platoon. Except in cases of riot, serious conflagration, general mortality or other such emergency, during any twenty-four consecutive hours the service of the members of the day platoon shall not exceed ten hours, beginning not earlier than eight o'clock in the forenoon and terminating not later than six o'clock in the afternoon, and the service of the members of the night platoon shall not exceed fourteen hours, beginning not earlier than six o'clock in the afternoon and terminating at not later than eight o'clock in the forenoon of the next subsequent day. A member shall not be required to serve in the night platoon for more than six months during any one year of his service in such fire department after this act takes effect. In any of the said excepted cases, such fire commissioner, board of fire commissioners or other head of such department may, in his or their discretion,

assign all the members or any of the members of either or of both of the said platoons to continuous service for a longer time than is hereinabove provided, but in no event for more than twenty-four consecutive hours.

§ 2. This act shall take effect November first, nineteen hundred and three.

Exhibit 36.

FOR THE TWO PLATOON SYSTEM IN THE FIRE DEPARTMENT OF NEW YORK CITY.

Assembly Bill No. 708 (printed No. 827), introduced by Mr. Weber; passed; vetoed by the Mayor of New York city.

TO AMEND THE GREATER NEW YORK CHARTER, RELATIVE TO THE POWERS OF THE FIRE COMMISSIONER, BY AMENDING SECTION SEVEN HUNDRED AND THIRTY-NINE.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section seven hundred and thirty-nine of the Greater New York charter, as re-enacted and amended by chapter four hundred and sixty-six of the laws of nineteen hundred and one, is hereby amended so as to read as follows:

§ 739. The government and discipline of the fire department shall be such as the fire commissioner may, from time to time, by rules, regulations, and orders prescribe. The fire commissioner shall have power, in his discretion, on conviction of a member of the force of any legal offense or neglect of duty, or violation of rules, or neglect or disobedience of orders, or incapacity, or absence without leave, or any conduct injurious to the public peace, or welfare, or immoral conduct, or conduct unbecoming an officer or member or other breach of discipline, to punish the offending party, by reprimand, forfeiting and withholding pay for a specified time, or dismissal from the force; but no more than ten days' pay shall be forfeited and withheld for any offense. Officers and members of the uniformed force shall be removable only after written charges shall have been preferred against them, and after the charges shall have been publicly examined into, upon such reasonable notice of not less than forty-eight hours to the person charged, and in such manner of examination as the rules and regulations of the fire commissioner may prescribe. [The trial of any member of the uniformed force upon charges shall be held in the borough within which the accused member was serving at the time the charge was preferred.] The examination into such charges shall be conducted by the fire commissioner or by a deputy commissioner; but no decision shall be final or be enforced, until approved by the fire commissioner. No member of the uniformed force shall be permitted to contribute any moneys directly or indirectly to any political fund, or to join or become or be a member of any political club or association, or of any club or association intended to affect legislation for or on behalf of the fire department or any officer or member thereof, or to contribute any money directly or indirectly for such purpose. *On and after*

the first day of January, in the year nineteen hundred and four, the engineers and firemen of all grades, shall be divided by the fire commissioner into two bodies or platoons, one to perform day service, and the other to perform night service. The hours of day service shall not exceed ten, commencing not before eight o'clock ante meridian, and ending not later than six o'clock post meridian. The hours of night service shall not exceed fourteen, commencing not before six o'clock post meridian, and ending not later than eight o'clock ante meridian; except that in cases of riot, serious conflagrations, or other such emergency, the fire commissioner or deputy or chief officer in charge of said department, or representative of said commissioner or chief officer, shall have full discretion to assign all of said members of the department to continuous duty, if in their judgment in such cases they deem it necessary. Neither of said platoons shall be required to perform continuous day service or night service, as above prescribed, for a longer consecutive period than one week, except so far as may be necessary to equalize the hours of duties and service between the two platoons, and also, except in cases of riot, serious conflagration or other such emergency as above provided. The rules and regulations now in force shall continue in force until modified or repealed by said commissioner. The rules and regulations of the fire department, as established from time to time by the fire commissioner, shall be printed, published and circulated among the officers and members of said department.

§ 2. This act shall take effect immediately.

Exhibit 37.

SHORTER HOURS FOR POLICEMEN IN NEW YORK CITY.

Assembly Bill No. 895 (printed No. 1111), introduced by Mr. Remsen. Passed the Assembly.

TO AMEND THE GREATER NEW YORK CHARTER, RELATING TO THE HOURS AND DUTIES OF THE MEMBERS OF THE POLICE FORCE.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section two hundred and ninety-two of the Greater New York charter, as re-enacted by chapter four hundred and sixty-six of the laws of nineteen hundred and one, is hereby amended to read as follows:

§ 292. **Police commissioner's duties and powers.**—The police commissioner shall be the chief executive officer of the police force. He shall be chargeable with and responsible for the execution of all laws and the rules and regulations of the department. He shall assign to duty the officers and members of the police force and shall have power to change such assignments from time to time whenever in his judgment the exigencies of the service may require such change. He shall have power to suspend without pay, pending the trial of charges, any member of the police force. If any member of the police force so suspended shall not be convicted by the police commissioner of the charges so preferred he shall be entitled to

full pay, from the date of suspension, notwithstanding such charges and suspension. Said police commissioner may grant leaves of absence to members of the force for a period not exceeding five days. *But the police commissioner at no time shall assign an officer or member of the police force to more than eight hours' continuous duty in each twenty-four. It shall be the duty of each patrolman and roundsman to perform not to exceed eight hours of continuous patrol duty or special duty in each calendar day in which he is on duty and to perform not to exceed eight hours of continuous reserve duty every third day, except in cases of strike riots or other unusual emergency, when the commissioner or chief of police may hold on duty as many members of the police force as he may deem necessary.*

§ 2. This act shall take effect immediately.

FACTORY INSPECTION.

Exhibit 38.

VIOLATIONS OF THE LABOR LAW.

Assembly Bill No. 709 (printed Nos. 828, 1535 and 1995), introduced by Mr. Evans. Passed Assembly; on general orders in Senate.

TO AMEND THE CODE OF CRIMINAL PROCEDURE, IN RELATION TO CERTAIN VIOLATIONS OF THE LABOR LAW.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section fifty-six of the code of criminal procedure is hereby amended by inserting a new subdivision thirty-eight to read as follows:

38. For violations of the labor law the punishment for which is prescribed by section three hundred and eighty-four-1 of the penal code, for the first offense.

§ 2. This act shall take effect September first, nineteen hundred and three.

Exhibit 39.

SUBJECTING THEATRES TO INSPECTION.

Assembly Bill No. 186 (printed No. 187), introduced by Mr. Hinson, Jan. 22, 1903.

IN RELATION TO THE INSPECTION OF THEATRES AND PLACES OF PUBLIC AMUSEMENT.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. No room or apartment in any theatre or place of public amusement, shall be used for a dressing room or for the purposes of making up for stage appearance by the actors or persons appearing at performances therein unless such room or apartment be at least eight feet wide and ten feet long and nine feet high, with the gas jets therein properly screened with wire or if lamps or candles are used, proper appurtenances shall be provided for holding them and insuring their safety.

§ 2. There shall be provided at every theatre and place of public amusements for the use of persons appearing at performances therein at least two proper and sanitary water closets located apart from each other, with suitable approaches, for the use of the different sexes.

§ 3. The proscenium opening of every hall, theatre or place of public amusement provided with a stage for theatrical or public entertainment purposes, shall have a fire resisting curtain of some incombustible material, to be properly constructed and shall be operated by proper mechanism, and on and after September first, nineteen hundred and three, no hall, theatre or place of public amusement shall be used for entertainment purposes unless such fire resisting curtain shall have been provided, and a certificate of the factory inspector shall be conclusive evidence that such curtain complies with the requirements of this act.

§ 4. The factory inspector, his assistant and deputy inspectors shall enforce the provisions of this act and it shall be his and their duty to visit all halls and theatres used for giving public entertainment as often as practicable and necessary and to prosecute to termination all violators of any of the provisions of this act; they shall have power to visit for the purpose of inspection all such places of public amusements and any person who interferes with and obstructs or hinders any inspector while in the performance of his duty shall be deemed guilty of a misdemeanor.

§ 5. Within sixty days after receiving a written notice requiring any changes to be made in conformity with the provisions of this act, the owner, agent, lessee, or manager of such places of public entertainment shall comply therewith and no such place of public amusement shall be used for the purpose of giving any performance therein until such requirements of the factory inspector as stated in such notice, shall have been complied with.

§ 6. Any person who violates or omits to comply with the provisions of this act or who suffers or permits any theatre, hall or place of public amusement to be construed in violation of the provisions of this act shall be deemed guilty of a misdemeanor and on conviction shall be punished by a fine of not less than one hundred dollars nor more than one thousand dollars or by not less than thirty days nor more than ninety days imprisonment or by both such fine and imprisonment.

§ 7. This act shall take effect immediately.

Exhibit 40.

PROVIDING FOR VOLUNTEER FACTORY INSPECTORS.

Assembly Bill No. 486 (printed No. 537), introduced by Mr. Prince. Not reported.

TO AMEND THE LABOR LAW, IN RELATION TO THE APPOINTMENT OF VOLUNTEER DEPUTY FACTORY INSPECTORS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section sixty-one of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as amended by

chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 61. **Deputies and clerks.**—The [factory inspector] *labor commissioner* may appoint from time to time, not more than fifty persons as deputy factory inspectors who may be removed by him at any time; not more than ten of the persons so appointed shall be women. Each deputy inspector shall receive an annual salary of one thousand two hundred dollars. The [factory inspector] *labor commissioner* may designate six or more of such deputies to inspect the buildings and rooms occupied and used as bakeries and to enforce the provisions of this chapter relating to the manufacture of flour or meal products. One of such deputies shall have a knowledge of mining whose duty it shall be, under the direction of the labor commissioner, to inspect mines and quarries and to enforce the provisions of this chapter relating thereto. The labor commissioner may appoint one or more of such deputies to act as clerk in his principal office. *In addition to the deputies authorized by this section, the labor commissioner may, from time to time, upon the written application of one or more duly organized labor organizations, appoint not more than ten special deputy factory inspectors, themselves members of the labor organization in which the particular crisis of the trade may occur that needs such special assistance. The persons to be appointed as such deputy factory inspectors shall be specified in such application. They shall serve without compensation and without expense to the state. Such appointments may be made generally or for a limited period of time, or for special work to be designated by the labor commissioner. Such appointees who are thus to serve without compensation shall be assigned to the unclassified service of the state, and shall qualify in the same manner as regular deputies; they shall be subject to removal at any time by the labor commissioner and shall be liable for any malfeasance or misfeasance in office in the same manner as regular deputies. In the performance of their duties such deputies who serve without compensation shall have all the powers conferred by this chapter on deputy factory inspectors.*

§ 2. This act shall take effect immediately.

Exhibit 41.

PROVIDING FOR SPECIAL INSPECTORS FOR METAL POLISHING APPLIANCES.

Assembly Bill No. 1276 (printed No. 1717), introduced by Mr. Wemple. Not reported.

TO AMEND THE LABOR LAW, RELATIVE TO THE APPOINTMENT OF DEPUTY FACTORY INSPECTORS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section sixty-one of chapter one hundred and ninety-two, laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 61. **Deputies and clerks.**—The factory inspector may appoint from time to time not more than fifty persons as deputy factory inspectors, not more

than ten of whom shall be women, *and not less than four of whom shall be practical metal polishers,* and who may be removed by him at any time. Each deputy inspector shall receive an annual salary of one thousand two hundred dollars. The factory inspector may designate six or more of such deputies to inspect the buildings and rooms occupied and used as bakeries and to enforce the provisions of this chapter relating to the manufacture of flour or meal food products. One of such deputies shall have a knowledge of mining, whose duty it shall be, under the direction of the factory inspector, to inspect mines and quarries and to enforce the provisions of this chapter relating thereto. The factory inspector may appoint one or more of such deputies to act as clerk in his principal office.

§ 2. This act shall take effect immediately.

Exhibit 42.

GRADING OF FACTORY INSPECTORS.

Assembly Bill No. 1323 (printed No. 1786), introduced by Mr. Stevens. Not reported.

TO AMEND THE LABOR LAW, RELATING TO THE GRADES OF FACTORY INSPECTORS.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section sixty-one of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," as amended by chapter one hundred and ninety-two of the laws of eighteen hundred and ninety-nine, is hereby amended to read as follows:

§ 61. **Deputies and clerks.**—The [factory inspector] *commissioner of labor may* appoint from time to time, not more than fifty persons as deputy factory inspectors, not more than ten of whom shall be women, and who may be removed by him at any time. [Each deputy inspector shall receive an annual salary of one thousand two hundred dollars. The factory inspector may designate six or more of such deputies to inspect the buildings and rooms occupied and used as bakeries and to enforce the provisions of this chapter relating to the manufacture of flour or meal food products.] *Such deputy factory inspectors may be divided into three grades. The deputies in the first grade shall receive an annual salary of twelve hundred dollars; those in the second grade shall receive an annual salary of fifteen hundred dollars; and those in the third grade shall receive an annual salary of eighteen hundred dollars. Promotions from one grade to another shall be made as provided by law and the civil service rules. The deputies in office when this act takes effect shall be promoted or classified in such grades according to time of service, experience and efficiency and after an examination therefor as provided by law and the civil service rules. No deputy shall be eligible to the second grade until he shall have served as a deputy for at least two years; and no deputy shall be eligible to the third grade until he shall have served as a deputy for at least four years.* One of such deputies shall have a knowledge of mining, whose duty it shall be, under the direction

of the [factory inspector] *commissioner of labor* to inspect mines and quarries and to enforce the provisions of this chapter relating thereto. The [factory inspector] *commissioner of labor* may appoint one or more of such deputies to act as clerk in his principal office.

§ 2. This act shall take effect immediately.

Exhibit 43.

PERMITTING DESTRUCTION OF CERTAIN RECORDS.

Assembly Bill No. 1313 (printed No. 1776), introduced by Mr. Costello. Laid aside on second reading.

TO AMEND THE LABOR LAW, RELATIVE TO THE DESTRUCTION OF DATA RECEIVED BY THE COMMISSIONER OF LABOR.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section thirty-two of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven, entitled "An act in relation to labor, constituting chapter thirty-two of the general laws," is hereby amended to read as follows:

§ 32. **Statistics to be furnished upon request.**—The owner, operator, manager, or lessee of any mine, factory, workshop, warehouse, elevator, foundry, machine shop or other manufacturing establishment, or any agent, superintendent, subordinate, or employe thereof, shall, when requested by the commissioner of labor [statistics], furnish any information in his possession or under his control which the commissioner is authorized to require, and shall admit him to any place herein named for the purpose of inspection. All [statistics furnished to] *data received by* the commissioner of labor [statistics] pursuant to this [article] *chapter, or any act repealed or superseded thereby*, may be destroyed by such commissioner after the expiration of two years from the time of the receipt thereof. A person refusing to admit such commissioner, or a person authorized by him, to any such establishment, or to furnish him any information requested, or who refuses to answer or untruthfully answers questions put to him by such commissioner, in a circular or otherwise, shall forfeit to the people of the state the sum of one hundred dollars for each refusal and answer untruthfully given, to be sued for and recovered by the commissioner in his name of office. The amount so recovered shall be paid into the state treasury.

§ 2. This act shall take effect immediately.

Part III.

Eighth Annual Report

OF THE

State Free Employment Bureau

IN

NEW YORK CITY

FOR THE

Twelve Months Ended December 31, 1903.

REPORT OF THE SUPERINTENDENT OF THE NEW YORK STATE FREE EMPLOYMENT BUREAU FOR 1903.

Hon. JOHN MCMACKIN, *Commissioner of Labor, Albany:*

SIR.—I beg to report as follows:

The work of the State Free Employment Bureau for the year 1903 shows marked signs of progress over any record it has made during its existence. The Bureau continues to grow in public estimation and becomes a utility just in proportion as its work is known to the public.

During the year we have supplied every hotel in the city with help. Hospitals, public institutions, and private families have been amongst our patrons. The vexed servant question it has helped to solve, and the wheat farmers of Kansas have been supplied by us with many harvesters.

In the early stages of the Bureau's history weekly statements, giving the name and address of applicants for work and the kind of work they were accustomed to, were sent to each town supervisor in the State, hoping that co-operation could thus be had. Very few calls for help came from this source, and after two years' experience with this method of calling attention to our work it was discontinued. Since then we sent out, at stated periods, circulars giving an outline of our work, how to reach the Bureau, the methods employed in investigating references, etc. These circulars have brought much better results. But in addition to the circulars, it would be to the advantage of the Bureau if we had a standing advertisement in prominent newspapers both in New York City and elsewhere. It would help to a great extent if display cards were bulletined on street cars and in the post offices of rural districts. This, of course, would entail the expenditure of considerable money, but our experience teaches us that it would more than pay in the end. The Bureau should be in touch with all parts of the State, have a thorough knowledge of the labor market, its conditions and requirements, so that it would know at all times where surplus labor was and where such was in demand. Had the town supervisors acted in co-operation with the Bureau this desired result would have been an accomplished

fact long since. At present we can see no better or more direct way of accomplishing this work of co-operation than in the way stated, i. e., advertisements in newspapers and cards displayed in street cars and post offices.

In Australia the Department of Labor, through its free employment bureaus and its various agents throughout the country, has accomplished very good results in the distributing of surplus labor. The police act as agents in rural districts for the central body, but this feature of the work is so objectionable in our country that it could not be considered for an instant. The government transports workers from the place they are in enforced idleness to where employment can be had. The charge for such transportation is refunded to the government out of the wages earned. The experience of the Australian Department of Labor in its efforts to place people in employment through this system convinces the authorities that it is a good financial investment, as when work is provided it gives self-support to people who, if left to themselves individually, would become a charge on the community and gradually become paupers.

In Germany there is a network of State bureaus, acting in consort with the central body, reporting to each other the labor conditions and advising the unemployed where work can be had.

Denmark has a great labor exchange in Copenhagen, which works in harmony with kindred branches throughout the country. An important feature of this work is the even distribution of surplus labor through the country to the cities or towns with which the office is in daily communication. The exchange even goes so far as to send the applicant to an employer at any distance. If the workers are without money they are sent to their destination on an order of the Labor Exchange, and it in turn collects the amount of transportation from the employer, and the employee pays the sum advanced out of wages earned.

If Australia, Germany, and Denmark have accomplished so much by reason of having a full knowledge of labor conditions and a facility to send the unemployed to where their labor can be made use of, there is no reason why we should not follow suit.

It is to be regretted that in this particular feature of our work—the distribution of surplus labor—there has not been the co-operation there ought to be, for during the year when farmers

of Kansas wanted harvesters, it was found almost impossible to get anything like a fair rate from the trunk lines going out of New York. There was a special rate for a short period within the State lines of Kansas, but so far as the trunk lines running from New York to Chicago or Topeka were concerned, in every instance they charged "all the freight could stand."

STATISTICS.

During the year 6,274 people made application for work, of which number 3,258 were men and 3,016 women. Of the women, 1,067 were natives and 1,949 foreigners. There were 782 married men and 2,476 single. The married women numbered 1,493 and single 1,523. The married men reported having 916 children, 624 of whom were dependent on them for support. The women reported having 1,464 children, 751 being dependent.

In the matter of education, the following are the figures: Of the 3,258 men registered two could neither read nor write, while of the 3,016 women 152 were illiterate. In this connection it is well to say that, while many applicants were illiterate, they were possessed of a great deal of information associated with their various avocations, and they showed considerable knowledge of affairs which occupy public attention and form a part of American every-day life.

APPLICATIONS FOR HELP.

In the matter of applications for help the Bureau did much better than any period heretofore. During the year 4,717 applications were made for help. There were 4,456 situations secured, covering forty-nine trades and avocations. Of the people securing situations, 3,594 were women and 862 men. The increase in the number of situations over 1902 was 794. A marked feature of the work was the increase in the number of men employed through the Bureau, being 589 over the previous year.

OUT OF TOWN ORDERS.

The number of orders received from hotel keepers, farmers, and boarding-house keepers from out of town, has very much increased over former years, and they have, almost without exception, reported as being entirely satisfied with the help they secured at

this Bureau. The greater number of them depended entirely upon our judgment to supply them with the proper kind of help. A large number of those leaving the office this year for summer resorts went to the Catskill Mountains and to seaside hotels. Very few of them returned to the city before the close of the season. Out of all the people who employed help at the Bureau during the entire year only one failed to pay the wages agreed upon. This instance was a hotel man at Hempstead, L. I. He continually refuses to pay those hired by him although requested to do so by this Bureau.

THE DEMAND FOR HELP GREATER THAN THE SUPPLY.

The demand for help, especially general house workers, is far in excess of the supply. We were not able at any time during the year to meet such demand. Nor is this condition of things entirely confined to this Bureau. Inquiry at the various immigrant employment agencies in Battery place demonstrated that there is a great scarcity of such help at their bureaus. It is not alone in New York that domestic help is scarce. The Central Labor Bureau for unemployed at Berlin reports that in the case of women workers the demand for such help is far greater than the supply; that the women's waiting rooms at the Bureau are comparatively empty.

DURATION AND CAUSE OF IDLENESS OF APPLICANTS FOR SITUATIONS FOR THE YEARS 1897 AND 1903.

Contrasting figures in this table for the year 1903 with the figures in the corresponding table for 1897 (the first table of this kind compiled by the Bureau) the story shows conclusively that the labor market has changed for the better. In 1897 time and time again mechanics who came to the Bureau looking for employment, in answer to the inquiry, "Kind of work desired," as a rule, answered, "Anything." Men had for the time being given up hope of association with their trades and were willing to take employment at any work in order to maintain themselves. So glutted were the pawn offices with mechanics' tools that the keepers of such institutions would no longer accept implements of trade as pledges. Women, too, who came to the Bureau to place their labor on the market, reported conditions very adverse indeed.

It was not a case of being unemployed simply because they were dissatisfied with wages or the conditions surrounding them, but it was simply a case of not being able to find work at all.

The following table, taken from the records of 1897 and 1903 respectively, shows a marked change for the better in labor conditions. It contains the trades and callings in which during 1897 one hundred or more people unemployed reported "no work" as the cause of their idleness, and like report for 1903, covering the same trades and callings:

OCCUPATION.	1897.				1903.			
	NUMBER OF APPLICANTS.		NUMBER OF APPLICANTS REPORTING "NO WORK" AS CAUSE OF IDLENESS.		NUMBER OF APPLICANTS.		NUMBER OF APPLICANTS REPORTING "NO WORK" AS CAUSE OF IDLENESS.	
	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.
Carpenters	106	.....	105	.....	38	.....	12	.....
Chambermaids and waitresses	.....	818	.....	603	.....	602	.....	.....
Clerks	408	.....	375	.....	247	.....	100	.....
Cooks	.....	854	.....	582	.....	400	.....	.....
Dayworkers	.....	198	.....	157	.....	332	.....	1
Drivers	264	.....	226	.....	289	.....	96	.....
Farmers	135	.....	117	.....	156	.....	42	.....
Gen'l houseworkers	.....	764	.....	549	.....	417	.....	.....
Handymen	261	.....	185	.....	285	.....	55	.....
Laundresses	.....	189	.....	146	.....	248	.....	1
Laborers	454	.....	418	.....	166	.....	10	.....
Miscellaneous	314	.....	293	.....	118	.....	70	.....
Nurses	.....	133	.....	106	.....	87	.....	.....
Porters	366	.....	345	.....	380	.....	112	.....
Waiters	156	.....	126	.....	144	.....	5	.....
Watchmen	187	.....	174	.....	64	.....	3	.....
Total	2,651	2,956	2,364	2,143	1,887	2,086	505	2

KANSAS CALLS FOR HARVESTERS.

For the first time in the history of the Bureau was its co-operation with a Bureau in another State brought into action during the early part of July. On June 24th there appeared an item in the New York papers to the effect that some sixty-five hundred harvesters were wanted in the Kansas wheat belt, and that steady work at high wages was awaiting all who would go to that State. On the 25th several Hungarians applied at the office asking for information relative to the condition of the labor market in Kansas, and in order that the Bureau might be correctly informed, I communicated at once with Mr. Johnson, Commissioner of Labor

of Kansas, who referred my inquiry to Mr. Gerow, Director of the State Free Employment Bureau at Topeka. The letter read as follows:

"MR. W. L. A. JOHNSON, *Commissioner of Labor, Topeka, Kans.*

"Dear Sir.—The newspapers of this city are advertising that farmers are badly wanted in your neighborhood and that they are getting $2.50 a day. A Hungarian writes me that if this is so, there are twelve men ready to go to Kansas. Will you kindly give me such information as you are in possession of with reference to this matter, and also give me a general idea of what they will be required to do?

"If help is wanted, what part of Kansas would it be better for them to go to? The men in question are willing to pay their way, but in case there are others who would want to go, are the parties in Kansas willing to help out in this matter of transportation, etc.?

"Yours very truly,

"JOHN J. BEALIN,

"*Superintendent.*"

On the 29th of June the following letter was received from Mr. Gerow:

"STATE OF KANSAS FREE EMPLOYMENT BUREAU,

"T B. GEROW, *Director.*

"TOPEKO, KAN., *June* 29, 1903.

"MR. JOHN J. BEALIN, *Superintendent, New York city:*

"Dear Sir.—Replying to your letter of the 26th inst., I beg to say that the statement made to you by the Hungarian was true. If you will send to Chicago a party of men so that they will reach there on the 7th of July they can obtain a rate of one-half of one fare plus $2 to any point in the wheat belt of Kansas. Pawnee county requires the services of 1,500 men. Reno requires the services of 1,500 men. Russell county requires the services of 2,500 men. By sending the men that you may be able to collect to the following towns in Reno county: Haven, 300; Pretty Prairie, 250; Arlington, 100; Langdon, 100; Partridge, 100; Plevna, 100; Sylvia, 100; Turon, 100; Abbyville, 100; Castleton, 25; Darlow, 50; Yoder, 25; Nickerson, 50; Sterling, 50; Buhler, 25; Burrton, 25—1,500 in all—they will receive $2.50 per day with board and lodging during the harvest season, which lasts for one hundred days. If they could be sent immediately it would be all the better for them. They must be men who are accustomed to hard labor, and they will find the change from indoor life to open prairie life most delightful. The food is good and the men whom they work for are the finest in the world. If you send any men to Pawnee county you can send them to J. P. Whitney, County Clerk at Larned, Kas. If you should direct any men to Rush county, you should send them to E. R. Farwell, McCracken, Kansas. Rush county needs the men immediately.

"Trusting that you may be able to forward some of the men to us, I am,

"Truly yours,

"T. B. GEROW,

"*Director.*"

In the meantime the newspapers had given considerable attention to the Western harvest field, and an editorial appeared in the New York World stating that harvesters were in great demand. This editorial was the means of bringing quite a number of men to the Bureau asking for information relative to the conditions in Kansas. These men were informed of the conditions out there and time and time again the letter of June 29th from Mr. Gerow was read to them. The cost of transportation, risk incident to the trip, etc., seemed to offer insurmountable barriers, and yet such was the faith in the integrity and ability of the joint bureaus that hundreds of men were willing to go to Kansas, feeling satisfied that their interests would be taken care of.

In order that there might be some system introduced into the matter of transportation, the following letter was sent to the various railroad companies operating between New York and Topeka:

"*General Passenger Agent, ——— Railroad Company, City:*

"Dear Sir.—I am in receipt of a letter from the Hon. T. B. Gerow, Director of the State Free Employment Bureau at Topeka, Kan., asking to have, if possible, some men sent to that State to enable them to harvest their grain. Will you kindly tell me what is the lowest figure for transportation from here to Topeka, Kan., over your road?

"Mr. Gerow informs me that people can get from Chicago to Topeka for half fare plus $2 to any point in the wheat fields at Kansas. Does this rate hold good over your road? A prompt answer will oblige

"Yours truly

"JOHN J. BEALIN,

"*Superintendent.*"

The New York Central Railroad gave the lowest rate, being $26.65, for transportation from New York City to Topeka, Kan., for groups of ten and over. The terms of transportation were gone over, and the first party of men started for the fields on July 9th. According to agreement, they left the office of the Free Employment Bureau, 107 East Thirty-first street, and were taken in charge by the agent of the New York Central Railroad, who saw them safely on the cars. As soon as they departed, the local superintendent wrote to Mr. Gerow, advising him of the departure of the men, and asking him to do all in his power to have them placed at once with employers, as many of them had invested their last dollar in transportation, etc.

On July 10th Mr. Gerow was wired as follows: "Is there still a demand for harvesters; are wages the same?

The following reply was received: "Need about two thousand harvesters. Wages the same," In answer to this telegram, on July 11th a second party went direct to Topeka. In this party there were a number of college students, Princeton, Harvard, Yale and Columbia being represented.

On the 12th of July Mr. Gerow was wired: "Would it be safe to send more men? If so, how many?" He answered as follows: "Send no more men. Conditions have changed. See letter." The following is the letter referred to by Mr. Gerow in his telegram, and was received here on July 13th:

"*July* 10, 1903.

"JOHN J. BEALIN, *Superintendent, New York City:*

"Dear Sir.—For further information respecting the demand for harvest hands in this State at the present time, I desire to say that while we could use 2,000 men if they were here now, since my dispatch to you I have received information from several of the wheat counties that their harvest was completed and threshing about to commence. This will materially reduce the number of men required, as the threshers will be taken from the men on the ground. Furthermore, there are no rates from the East to the Missouri river. It is, therefore, in my judgment, not advisable to forward any very large number of men here at the present time, although my dispatch to you when sent was correct, as I then had on my table orders for a very large number of men and no men in sight. If they were here now I could place them where the could earn $2 to $2.50 per day. You understand that conditions in this business change every day; that the weather is very favorable and the harvest progressing much more rapidly than was anticipated and the men are working from south to north supplying farmers who two days ago were sending me telegrams requiring from two to five hundred men each. The rate from the Missouri river to the wheat belt, which terminated today, has been extended to the 15th, after which men can be forwarded only on regular fare. As your men cannot reach here by that date I am afraid I cannot send them out. It seems to me, therefore, after carefully considering the situation, that you had not better send any very large number of men under present conditions.

"Yours truly,

"T. B. GEROW,

"*Director.*"

On the 17th of July I received the following letter from Mr. Gerow, in answer to our inquiry as to how the men were getting along:

"MR. JOHN J. BEALIN, *Superintendent, New York City:*

"Dear Sir.—Acknowledging your letter of July 11th, I beg to state that the men whom you sent out have all arrived and have been forwarded to places in central Kansas where they will receive $2.50 per day. There was a mistake or misunderstanding on the part of some of them as to the fare which they had to pay from this point. They were under the impression that the $26.65 paid to Topeka carried them to the wheat fields. This was wrong, and I think neither you nor I ever conveyed any such impression. As a matter of fact, I know that I did not, because this bureau does not pay the fare of any one. It could get one hundred thousand hands if it did. I am sure that your bureau works upon the same line. However, all of them got out but three, and they went out this morning.

"I notice in the New York Herald your positive statement that neither you nor I guarantee any fare, and am glad you made that statement, because it puts us both in a correct light before the public.

"I am very much obliged to you indeed for the interest you have taken in collecting these men and in forwarding them to us. I am very sorry that they could not have come earlier and taken advantage of that 7th of July rate; that would have landed them right in the midst of the wheat district, whereas, coming later, they were obliged to come here and pay fare from here out to the point where they obtained work. I have taken pains to place them with men whom I think will see to it that they obtain positions with farmers who will give them work as long as possible and then pass them on north where they will obtain work so long as the harvest and threshing lasts.

"Again thanking you for the interest and courtesy shown in our communications together, I am

"Very truly yours,

"T. B. GEROW,
"*Director.*"

The college men who went from here with the party on the 11th of July were anxious to see the great Southwest and to try their luck in the harvest fields. They were fine, brawny fellows, who in their time did hard work on the "gridiron" and were willing to see what working in the harvest fields amounted to. They all seemed to realize that they would have to rough it, and for the time being their Tuxedo coats and dancing pumps were stored away and an humbler costume donned. There was much fun poked at them. Stories were told that, after a few hours work, many of them fell by the wayside and were not at all equal to the task. The following letter from Mr. Gerow will show

that these stories were exaggerated; that the men, college graduates and others, who left the city, got the work, and, with the exception of a very few, were able to hold their own with their Western brethren:

"*September* 10, 1903.

"MR. JOHN J. BEALIN, *Superintendent Free Employment Bureau, New York City:*

Dear Sir.—You would be surprised at the good reports I have from many of the college boys who came out here. Some of that last lot you sent came back here, but they soon got work, and are all employed in and near this city. I thought this harvest business was over, but I have just had a dispatch for seven threshers at $2 per day.

"Very truly yours,

"T. B. GEROW,

"*Director.*"

It is Mr. Gerow's intention next season to notify the New York office at the opening of the harvest, and try to arrange for a better rate in the matter of transportation. From what we could see there was an understanding that the rates should be kept up, the railroads wanting their pound of flesh at both ends of the line, i. e., from the harvesters for transportation and from the farmers in freight rates to bring the grain to the seaboard.

HELPING PEOPLE TO HELP THEMSELVES.

It is along the line of self-help that the Bureau continues to do its best work. By means of finding employment for the unemployed and thus enable them to eat the bread of honest toil is their dignity and self-respect maintained.

Charity, alms-giving, should only be given as a tonic to enable people for the time being to weather the storm. Rarely, if ever, can charity be given without undermining character. Horace Greeley truly said that "the dearest price a person can give for anything is to get it for nothing." To lift the burden from people's shoulders is by no means the best way to help them. Better yet is it to teach people how to carry their burden and to assume their responsibilities. This line of action, as it were, strengthens the muscles and builds up manhood and citizenship, which is desirable.

I have in view the case of a young German who came here on the afternoon of December 24th looking for work. His clothing

was very scant and his shoes were broken. His face was worn and pale, but one could see that he was much better bred than dressed. Reluctantly he told his story. It was to this effect: Before he came to this country he was a clerk in a large mercantile establishment. He longed to come to America. Here it was he desired to make his home and to be one of our great family. And now, after six months of experience, he was despondent and dejected. He didn't succeed in finding work; his money was spent and his best clothes and valuables were in pawn. Sickness had overtaken him; weak and weary he entered this door of hope. He was told that the orders for the day were filled; that the next day—Christmas—the office would be closed, but if he came on the day following an effort would be made to find him work. When he was asked where he intended staying during the interval, he answered, "One night more walking the streets will not kill me." This program was one which would not be well for him to experiment on, and yet, when money was offered him to enable him to get food and shelter until he could find employment, he broke down, commenced to cry, and said he could not afford to take aid from us. He would not borrow money because he did not see how he could repay it. But after considerable persuasion he took a small sum of money, insisting that we take some pawn tickets as security. The day after Christmas we found work for him. He started to walk from the Bureau to the place of employment through snow and slush and his feet almost on the ground. He was given in charge of a man who knew the city well and was taken to his place of employment, and now he eats that which he desired—the bread of honest toil. The self-help that was given him by the Bureau enabled him to maintain the character and dignity of his being.

Another case in point is that of a young girl who applied recently for work. She stated that she had just come in from the country where her home had been broken up, and she had but fifty cents in her possession. She was a rather prepossessing girl about seventeen years old. She did not know where to look for employment, but by some means or other found the Bureau and asked us to find her employment. The first day we did not succeed in placing her, and before she left that evening we asked her

where she would stay for the night. She replied that she had no place then, but thought she would be able to find a room. Knowing the pitfalls for people of tender years lacking experience in the city, we advised her to remain at the office until something could be done for her. She was then given a letter of recommendation to Miss Osborne, who is in charge of St. Mary's Home in West Fourteenth street, at which place she would have the privilege of staying until employment could be found for her. She presented the letter, was kindly treated, returned the next day to the Bureau, and a place was found for her in a nice home in Mount Vernon, where she is at present employed.

These are but two of the many instances wherein the Bureau outsteps its regular province of finding employment for people.

The work of the Bureau in this direction has merited the commendation of people prominent in the ranks of workers who give their time and money to aid the worthy poor in this city. One of them writes as follows: "Time and time again we have sent people to the Bureau to find employment, and there is no question in my mind of the good results, for many of those people would be charges on the public to-day, and many families would have been broken up and homes destroyed were it not for the prompt assistance in the shape of speedy employment for them which the Bureau obtained. This kind of help is the best and most satisfactory means of aiding people. It keeps them self-dependent, self-reliant, and at the same time, from the point of economy, it is a great saving to the State."

A prominent clergyman writes of his experience and tells the following story: "As one of those whose duty lies in frequent meeting with the beneficiaries of the Bureau, I can not speak too highly of its work. I have visited the Bureau many times during the past years and know quite well of its workings so that I speak with full knowledge on the subject."

And thus it is that the Bureau in a great measure is the upbuilder and protector of the home. It is pleasant to have our work commend itself to people who are competent to judge of its value.

EMPLOYMENT AGENCIES IN NEW YORK CITY.

INVESTIGATION OF THE EMPLOYMENT AGENCIES IN NEW YORK CITY, BY MR. JAMES B. REYNOLDS, WOMAN'S MUNICIPAL LEAGUE, AND COLLEGE SETTLEMENT.

During the year employment agencies doing business in New York City were investigated by Mr. James B. Reynolds, Mayor Low's secretary, and chief of the license bureau; by the Woman's Municipal League, and by members of the College Settlement. The result of these investigations has fully demonstrated that many of the employment agencies in New York City are far from being what they ought to be. Some of them are immoral, others stoop to very low practices, going so far as to forge references.

In connection with Mr. Reynolds' investigation, he stated that the existence of 400 such agencies in New York City shows that the business is very much overcrowded and could not be carried on without some irregularities.

The following letter from Mr. James B. Reynolds, addressed to the Woman's Municipal League, explains itself:

"To Miss MARGARET D. DREIER, *Chairman of the Legislative Committee:*

"Dear Madame.—I favor the proposed bill to regulate the keeping of employment agencies for the following reasons: (1) Under the present law there is too little responsibility placed upon employment agencies regarding the conduct of their business, and too many are in the business who are not able to meet the obligation placed upon them by registering those out of work and in need of immediate employment. (2) The increase of the license fee from $25 to $100 would eliminate from the business those not able to meet their obligations. It is to be remembered that the parties entitled to our sympathy are those out of work, and their rights should be first considered. (3) The requirement that a bond of $2,000 shall be filed is a very definite step in the direction of increased responsibility. Such action would not be an experiment, as the action of the legislature some time ago, in requiring pawnbrokers to pay a license fee of $500 per year and to file a bond of $10,000 was conceived with the same purpose in view, and has worked satisfactory results. (4) Allowing the employment agency to retain fifty cents of the registration fee is but justice to reputable agencies, as there is inevitably a certain amount of expense involved in investigating an applicant and in seeking to obtain the position, whether the effort is successful or not. (5) Our recent experience in New York city, which I am confident is not unique disclosed that some employment agencies are used for improper purposes, indicating that such abuse should be specifically named and its punishment specifically determined in order to make conviction less difficult than at present. No one will deny, I think, that the use of employment agencies as a means of entrapping innocent girls and selling them to a life of shame is an outrage which should not continue. (6) Owing to the fact that employment agencies are in more or less corre-

spondence with one another, and are dealing with the assignment of labor throughout the entire State, there is propriety in having the license issued by the State, and supervision and control by the same authority. I earnestly hope that the bill will meet the approval of the Legislature.

"I am expressing my opinion as to its importance, not hastily or based solely upon my recent official experience, but upon my experience and observation of the past ten years.

"Yours very truly,

"JAMES B. REYNOLDS.

"*December* 28, 1903."

RESULT OF THE WOMAN'S MUNICIPAL LEAGUE INVESTIGATION.

The Woman's Municipal League has investigated the workings of many intelligence agencies, securing the services of a young woman who was a college graduate and thoroughly in sympathy with the work. The report of this investigation was presented at a meeting of the Murray Hill Branch of the Woman's Municipal League. Miss Grace H. Dodge read the report, which contained the statement that moral conditions of many of the intelligence bureaus in this city were such that she didn't like even to describe them. In taking up the investigation they first took up the so-called licensed bureaus, of which there are about four hundred, and in doing so they found that a number of them were not licensed; the revelations which were made of abuses found were almost impossible to believe. On the far East and West sides, especially below Fourteenth street on the East Side, many employment agencies were run in connection with saloons, or worse. Of such agencies she said unspeakable things were going on. One of the worst features they encountered was where lodging-houses were run in connection with the business of employment agency. Women who registered were expected to live in the lodging-house until they got a situation. They would be kept in waiting until their money was gone before work was found for them, and then very often would be influenced to leave their places under promise of higher wages, so that the intelligence agency would get another registration fee and the person looking for work would have to live again in the Bureau's lodging-house. Again and again the investigators heard the proprietors say to girls: "We can not do anything for you; you stay too long in a place." And they came to the conclusion that this was one of the great reasons for the unsettled state of domestic service, i. e., keepers of employment

agencies constantly inciting girls to leave places so that more money could be turned into the agents' coffers. Continuing, she said, "The hygienic and social conditions of these lodging-houses are reported to us as being as bad as they can possibly be. As a rule, four girls are expected to sleep in one bed." "One of our investigators," said Miss Dodge, "registered at a well-known office on Fourth avenue. 'But I have no reference,' she said, 'What shall I do?' 'O, come around in the morning and we will make it all right,' was the reply. The next morning, when she went around, she found that excellent references had been prepared over night and were ready for her use. As for the saloons, one of the investigators said that she never went into an employment agency in the lower East side that she did not have to go to it through a saloon or over a saloon."

It is the intention of the Municipal League to make out a "White List" of employment bureaus like the Consumers' League "White List." For the present they intend to endeavor to have passed at the present session of the Legislature a bill which Mr. Reynolds proposed regulating intelligence bureaus. The bill in question is what is known as the Ford-Kelsey bill. It has already, at former sessions of the Legislature, been passed by the Assembly and tied up in the Senate. It was endorsed by the Methodist and Baptist Ministers' Associations, the Society of St. Vincent de Paul, the Catholic Total Abstinence Society, the Church Temperance Society, and other religious and philanthropic bodies, and has since then been revised by Bishop Potter, James B. Reynolds and others who are interested. It provides that all employment bureaus in cities of the first and second class throughout the State shall be licensed at a cost of one hundred dollars a year for cities of the first class, and fifty dollars for cities of the second class, and shall give a bond of two thousand dollars for the fulfilment of the law. Bureaus so licensed will be operated under the law subject to the inspection of the officers of the Labor Department.

It is contended by the keepers of some of the employment agencies in New York City that this law would work an injury to them as it would be objectionable to have the officers of the State Department of Labor investigate their records and exercise supervision over such agencies. And yet, in the State of Con-

necticut, where there is practically the same law, enforced by the Commissioner of the Bureau of Labor Statistics, there has been no objection made by the keepers of employment agencies in that State, and the Commissioner reports that during the year there were but two complaints made against proprietors of intelligence agencies, and that they were of minor character. A similar law governing employment agencies has been under operation in Illinois producing very desirable effects, and the Commissioner reports one hundred places licensed and but two complaints during the year.

Under the operation of a law similar to the Ford-Kelsey bill, which is proposed by the Woman's Municipal League, abuses have been wiped out and intelligence agencies are doing a reputable business in that State.

COMPLAINTS AGAINST EMPLOYMENT AGENCIES OUTSIDE THE CITY OF NEW YORK.

Under date of November 14, 1903, the Niagara Falls Journal calls attention to the abuses of employment agencies in that neighborhood. It speaks of them as being "fake employment agencies," and called attention to a meeting of the Central Labor Union, stating that the matter was brought up before that body. It is the old story of putting advertisements in the papers, offering employment to people which was not to be had, receiving money for the guarantee of such employment and transporting their patrons at considerable expense to find when they reached the end of their journey that they had been fooled. The Central Labor Union named a committee to get legislation to cover this matter. They are backed up by the citizens in general, who complained that if it were not for relief given people who were brought to Niagara Falls by fraudulent advertisements—the work of employment agencies—many of them would have become public charges and sent to the poorhouse or elsewhere.

ITALIAN PADRONES AND THEIR WORK.

During the year many of the worst features of the work of the Italian padrone was forced on public attention through reports from West Virginia where Italians, it was claimed, were

kept almost in a state of slavery, subjected to abuses, some of them dying from injuries inflicted. From the report made by Mr. Gino C. Speranza, a reputable lawyer of our city, secretary of the Society for the Protection of Italian Immigrants, it would appear that right here in our own State was the beginning of the trouble which culminated in West Virginia. The local padrone "bankers" sent men to West Virginia from New York City under false pretenses. They were told in many instances that their destination was but a short distance and that two hours' travel by rail would bring them there. Then, again, many men sent were totally unfit for the work, being waiters, barbers, etc. While the State has not jurisdiction over citizens in another State and can not be held responsible for what occurred in West Virginia, yet we believe it is the duty of the State to protect people from fraud and injustice within its own borders. It should have the poorest made to feel secure, to understand, that no matter how lowly he is, the majesty of the law can stoop down and protect him, and the rich, no matter what may be their station in life, are not above or beyond the reach of the law.

On April 13th Mr. Speranza proceeded to Charleston, W. Va., to make an investigation of the charges preferred against padrones and contractors and continued his investigation up to and including May 18th. Mr. Speranza in his report, which has been practically substantiated by the authorities in West Virginia, including the Governor, makes this statement: "It is fair to presume that contractors in West Virginia do not wish to make a specialty of abusing their men, but the scarcity of supply and the necessity of finishing the work in time, also the quality of some of the men dumped into the State have driven some of them to methods which, if known, would not have the support of public sentiment. These methods may be divided into three classes: First, Source of Supply; second, Abuses of Commissary; third, Failure to Forbid Brutal Acts by Bosses."

As to the first—the source of supply—he says that with but few exceptions every man examined under oath stated that they were sent to West Virginia from New York City by either one of two padrones living in the city, whose names are mentioned in the affidavits. It was shown that these two men, whose acts heretofore had been under examination, resorted to means bor-

dering closely on fraud, to induce some of those men to go, and did not hesitate to send men totally unfit for the work, to fill the orders. No criticism is too strong against these agents, who shamefully profit through the ignorance and foolish trust of their less shrewd countrymen. Against such characters one thing alone is possible, entrenched as they are in a colony—a wide and fearless publicity, using names, not generalities, that their ill-gotten confidence and power in this and other ways may be destroyed."

It is made clear that the agents in New York City are, to a great extent, a law unto themselves. They are not employment agents licensed under State law. In many instances they do not receive direct fees for supplying laborers to contractors but get their profit from running a camp store or commissary. While the laborers are permitted "to buy anywhere" there is generally no "anywhere" to buy the supplies except at the camp store or commissary kept by the padrones, whose headquarters are generally in New York. It was natural to expect that men, when they found they were deceived, would be dissatisfied with the conditions and desire to leave the neighborhood, but the employment of armed guards prevented their doing so. "It is possible," Mr. Speranza says, "that some of the armed guards were employed by the contractors to protect their property from strikers, but it is shown in many of the affidavits that even in such cases the "bosses" told the men sent by the padrones that the guards were there to prevent their running away."

The extreme terrorism is shown by the following case at one of Boxley's camps, as reported by Mr. Speranza, "Several Italians unable to stand the maltreatment under which they suffered, notably at the hands of one who is known as the "Big Boss," decided to escape. They were pursued by several men armed with rifles and revolvers. One guard took an iron bar and with it struck several of the escaping Italians and Germans. Thus driven back, two of them were allowed to depart on December 29th after paying $8.60 instead of $3.60 as owing by them. They were informed that the extra $5 was for the payment of the guards."

Mr. Speranza continues, "I do not claim that all the evidence is absolutely reliable, nor do I urge that every statement made be believed, and much of it I have disregarded. I am aware

that some is hearsay and could not stand in a court of law, but due consideration must be given to the difficulty of gathering such evidence. The cruelty of some of the 'bosses' is notorious.

I had no power to compel the attendance of witnesses, nor had I any right to disturb the men at work. Often the evidence could be gotten only at night when the men were free, and then only by exertion of a certain rough diplomacy. Many witnesses had scattered and had to be traced; some were found in hospitals in distant places, and one was found an hour after he had died from a blow from an axe. All we could do was to attend the inquest over his death. With the machinery of the law at their disposal, the use of honest and capable interpreters, the local prosecuting officers could well, if so disposed, stamp out many of those evils."

The following communications from Governor White and Mr. Barton, Commissioner of Labor of West Virginia, are self-explanatory and substantiate the report of Mr. Speranza in many of its essential points.

EXECUTIVE DEPARTMENT.

(*Copy.*) CHARLESTON, W. VA., *May* 18, 1903.

GINO C. SPERANZA, Esq., *Room* 234, *Bowling Green Building*, 11 *Broadway*, *New York:*

My Dear Sir.—Upon my return from an absence of several days I have your favors of the 13th and 14th, which I have read with interest.

It is a problem in my mind under just what act this man Harman could be prosecuted. The Executive in West Virginia has practically no power in controlling the administration of justice in our courts.

I discussed this matter at some length in my message to the late Legislature, in connection with lynching matters, and also in a special message to the Legislature. I also recommended that the circuit judges be given more power in administration of justice and the direction of prosecution in their courts.

In compliance with your requests I enclose copy of Labor Commissioner Barton's report in the Beckley case.

If you will point out to me how I can make a prosecuting attorney do his full duty in these and lynching cases, I will be very glad to have the information.

I cannot take any drastic course in regard to elective officers. I have not the power to remove them. In the case of prosecuting attorneys their removal is by the circuit court of the county after charges are filed and a trial. The Governor is practically powerless, as I said before, to take any drastic measures, or to enforce the law, except through the sworn officers of the law.

The Legislature refused last winter to give me the necessary powers asked for in as grave a matter as lynchings.

I am willing to do anything I can to bring about a better condition of affairs and to cooperate as I have the power, in bringing to justice those guilty of the acts complained of, but you see my limitations.

I have a letter from the prosecuting attorney stating that the matter of mistreatment of employes by C. P. Harman will be looked after by him.

With kindest regards, and regretting that I didn't see you again before you left, I am

Very truly yours,
(Signed) ALBERT B. WHITE.

(*Copy.*)

WHEELING, W. VA., *May* 16, 1903.

Hon. A. B. WHITE, *Governor of West Virginia, Charleston, W. Va.:*

My Dear Governor.—Replying to your esteemed favor, 11th inst., relative to mistreatment of laborers in Raleigh county, recommendations, etc., I beg to say I have given this question a great deal of thought and consideration. I believe if there is any labor that needs the special attention of the Commissioner of Labor, it is this class to which you refer; but, inasmuch as the State has not made a very elaborate appropriation to carry on this line of work, it seems almost impossible for me to take this matter up, from the fact that it is very expensive. I usually have to employ a guide and an interpreter and these come high.

I am at present engaged with the inspection work and have about completed the Northern Pan Handle. I do not find the conditions as good as I had hoped for, and organized labor requires more of the Commissioner now than ever before, and the work of inspection has to be continued.

I have been in correspondence with Mr. Gino C. Speranza, representing the Society for the Protection of Italian Immigrants, and I have learned from him that this is a well-equipped Society for the purpose for which it is intended, and employs quite a number of agents and seems to have plenty of money. If arrangements could be made whereby this Society would furnish an interpreter, I would be willing to visit the camps, which would include railway, mining and lumber, for the purpose of investigating the conditions under which labor is employed, their treatment, etc. Of course, you know I have no power to prosecute, but if abuses should exist, we could turn them over to the proper authorities having jurisdiction over matters of this kind.

I would recommend that when the reports come to you giving notice of mistreatment of laborers, that the sheriff or prosecuting attorney of the county wherein the trouble arises be notified to proceed immediately against the offending parties; and if they should need the assistance of the Commissioner of Labor, and will so inform me, I will join them at once; for I fully agree with you that some vigorous steps must be taken to break up this mistreatment of labor.

Should there be another investigation asked for by the representatives of Italy or any other foreign country, I wish you could arrange it with them to furnish an interpreter of their own people. This would be quite an advantage to me as I am sometimes misled by the dishonesty of the

interpreter. I have reason to believe, however, that the affairs are growing better in the camps wherein this class of labor is employed.

I would be pleased to hear from you again on this subject.

Yours very truly,

(Signed) I. V. BARTON.

From Mr. Speranza's report it would seem that he was unable to secure evidence as to the contract under which the men went to Virginia because none of them were able to produce written statements as to wages, etc. To remedy this evil I would suggest that before such people are sent out of the State to fill contracts, the party sending them should file with the Commissioner of Labor a statement giving the names and addresses of the employers, wages paid, hours of labor, when the wages are to be paid—weekly, monthly, etc., cost of transportation, by whom paid; together with the names and addresses of the parties sent in fulfilment of contract. This statement to be filed with the Commissioner of Labor at the Capitol, Albany, within five days after the people so employed have departed for their destination.

TABULAR STATEMENT OF THE TOTAL REGISTRATION OF WAGE-WORKERS AND EMPLOYERS AND THE NUMBER OF APPLICANTS WHO HAVE SECURED SITUATIONS DURING THE YEARS 1902 AND 1903.

	1902.			1903.		
	Male.	Female.	Total.	Male.	Female.	Total.
Applicants for employment	2,656	3,247	5,903	3,258	3,016	6,274
Applicants for help	312	3,794	4,106	667	4,050	4,717
Situations secured	†273	3,389	3,662	*862	3,594	4,456
Percentage of applicants securing employment, 1902						.62—
Percentage of applicants securing employment, 1903						.71—

*Call for more than one person to fill various orders.
†Of this number, 142 were employed more than once.

Respectfully submitted.

JOHN J. BEALIN,
Superintendent.

TABLE I.—SHOWING THE NUMBER OF APPLICANTS REGIS MARRIED OR SINGLE, AND

OCCUPATION.	NUMBER OF APPLICANTS FOR SITUATIONS.			NATIVE BORN.			FOREIGN BORN.		
	Men.	Wom.	Total.	Men.	Wom.	Total.	Men.	Wom.	Total.
Bakers	19	.....	19	8	.....	8	11	.....	11
Barbers	10	.....	10	2	.....	2	8	.....	8
Bartenders	26	.....	26	13	.....	13	13	.....	13
Bell-boys	28	.....	28	23	.....	23	5	.....	5
Blacksmiths	5	.....	5	2	.....	2	3	.....	3
Bookkeepers	34	.....	34	18	.....	18	16	.....	16
Butchers	9	.....	9	1	.....	1	8	.....	8
Butlers	32	.....	32	10	.....	10	22	.....	22
Carpenters	38	.....	38	9	.....	9	29	.....	29
Chambermaids and waitresses	.....	602	602	.....	206	206	.....	396	396
Clerks	247	18	265	155	14	169	92	4	96
Coachmen	64	.....	64	17	.....	17	47	.....	47
Collectors	16	.....	16	11	.....	11	5	.....	5
Cooks	83	400	483	29	91	120	54	309	363
Cutters	10	.....	10	4	.....	4	6	.....	6
Dayworkers	.....	332	332	.....	122	122	.....	210	210
Dishwashers	37	.....	37	19	.....	19	18	.....	18
Drivers	289	.....	289	196	.....	196	93	.....	93
Electricians	20	.....	20	19	.....	19	1	.....	1
Elevator runners	139	.....	139	90	.....	90	49	.....	49
Engineers	43	.....	43	23	.....	23	20	.....	20
Errand boys	40	.....	40	32	.....	32	8	.....	8
Factory employees	65	52	117	34	37	71	31	15	46
Farm hands	156	.....	156	71	.....	71	85	.....	85
Firemen	59	.....	59	24	.....	24	35	.....	35
Gardeners	46	.....	46	4	.....	4	42	.....	42
Gas and steamfitters	3	.....	3	3	.....	3	.....	.....	.....
General houseworkers	.....	417	417	.....	157	157	.....	260	260
Grocery clerks	5	.....	5	5	.....	5	.....	.....	.....
Grooms	29	.....	29	5	.....	5	24	.....	24
Hall-boys	60	.....	60	49	.....	49	11	.....	11
Handymen	285	.....	285	125	.....	125	160	.....	160
Hotel cleaners	.....	476	476	.....	164	164	.....	312	312
Housekeep'rs & matrons	.....	42	42	.....	21	21	.....	21	21
Housemen	37	.....	37	17	.....	17	20	.....	20
Ironworkers	32	.....	32	17	.....	17	15	.....	15
Janitors	22	13	35	14	6	20	8	7	15
Kitchenmaids	.....	74	74	.....	17	17	.....	57	57
Kitchenmen	76	.....	76	33	.....	33	43	.....	43
Laborers	166	.....	166	66	.....	66	100	.....	100
Ladies' maids	.....	10	10	.....	2	2	.....	8	8
Laundresses	.....	248	248	.....	70	70	.....	178	178
Linen room girls	.....	8	8	.....	1	1	.....	7	7
Machinists	31	.....	31	23	.....	23	8	.....	8
Messengers	4	.....	4	4	.....	4	.....	.....	.....
Miscellaneous	118	.....	118	62	.....	62	56	.....	56
Nurses	.....	87	87	.....	46	46	.....	41	41
Omnibus	15	.....	15	6	.....	6	9	.....	9
Orderlies	43	.....	43	25	.....	25	18	.....	18
Oystermen	5	.....	5	.....	.....	.....	5	.....	5
Painters	47	.....	47	25	.....	25	22	.....	22
Pantrymaids	.....	169	169	.....	65	65	.....	104	104
Pantrymen	13	.....	13	4	.....	4	9	.....	9
Plumbers' helpers	19	.....	19	12	.....	12	7	.....	7
Porters	380	.....	380	145	.....	145	235	.....	235
Salesmen	21	.....	21	12	.....	12	9	.....	9
Saleswomen	.....	15	15	.....	14	14	.....	1	1
Seamstresses	.....	50	50	.....	33	33	.....	17	17
Stablemen	36	.....	36	5	.....	5	31	.....	31
Stenographers	20	.....	20	10	.....	10	10	.....	10
Stewards	16	.....	16	5	.....	5	11	.....	11
Stonecutters	10	.....	10	5	.....	5	5	.....	5
Tailors	7	.....	7	.....	.....	.....	7	.....	7
Teachers	4	3	7	2	1	3	2	2	4
Telegraphers	3	.....	3	3	.....	3	.....	.....	1
Tinsmiths	4	.....	4	1	.....	1	3	.....	3
Upholsterers	6	.....	6	1	.....	1	5	.....	5
Valets	9	.....	9	3	.....	3	6	.....	6
Waiters	144	.....	144	51	.....	51	93	.....	93
Wagon-boys	9	.....	9	9	.....	9	.....	.....	.....
Watchmen	64	.....	64	24	.....	24	40	.....	40
Total	3,258	3,016	6,274	1,585	1,067	2,652	1,673	1,949	3,622

TERED, THEIR OCCUPATIONS, NATIVE OR FOREIGN BORN, LITERATE OR ILLITERATE.

MARRIED.			SINGLE.			LITERATE.			ILLITERATE.		
Men.	Wom.	Total.	Men.	Wom.	Total.	Men.	Wom.	Total.	Men.	Wom.	Total.
8	.....	8	11	.....	11	19	.....	19	.....	.....	.....
9	.....	9	1	.....	1	10	.....	10	.....	.....	.....
8	.....	8	18	.....	18	26	.....	26	.....	.....	.....
.....	.....	.....	28	.....	28	28	.....	28	.....	.....	.....
2	.....	2	3	.....	3	5	.....	5	.....	.....	.....
11	.....	11	23	.....	23	34	.....	34	.....	.....	.....
3	.....	3	6	.....	6	9	.....	9	.....	.....	.....
13	.....	13	19	.....	19	32	.....	32	.....	.....	.....
13	.....	13	25	.....	25	38	.....	38	.....	.....	.....
.....	103	103	.....	499	499	.....	588	588	.....	14	14
72	.....	72	175	18	193	247	18	265	.....	.....	.....
30	.....	30	34	.....	34	64	.....	64	.....	.....	.....
5	.....	5	11	.....	11	16	.....	16	.....	.....	.....
27	208	235	56	192	248	83	380	463	.....	20	20
3	.....	3	7	.....	7	10	.....	10	.....	.....	.....
.....	279	279	.....	53	53	.....	318	318	.....	14	14
2	.....	2	35	.....	35	37	.....	37	.....	.....	.....
69	.....	69	220	.....	220	289	.....	289	.....	.....	.....
1	.....	1	19	.....	19	20	.....	20	.....	.....	.....
1	.....	1	138	.....	138	139	.....	139	.....	.....	.....
13	.....	13	30	.....	30	43	.....	43	.....	.....	.....
.....	.....	.....	40	.....	40	40	.....	40	.....	.....	.....
10	23	33	55	29	84	65	52	117	.....	.....	.....
16	.....	16	140	.....	140	154	.....	154	2	.....	2
17	.....	17	42	.....	42	59	.....	59	.....	.....	.....
10	.....	10	36	.....	36	46	.....	46	.....	.....	.....
2	.....	2	1	.....	1	3	.....	3	.....	.....	.....
.....	200	200	.....	217	217	.....	401	401	.....	16	16
2	.....	2	3	.....	3	5	.....	5	.....	.....	.....
4	.....	4	25	.....	25	29	.....	29	.....	.....	.....
1	.....	1	59	.....	59	60	.....	60	.....	.....	.....
65	.....	65	220	.....	220	285	.....	285	.....	.....	.....
.....	305	305	.....	171	171	.....	423	423	.....	53	53
.....	25	25	.....	17	17	.....	42	42	.....	.....	.....
4	.....	4	33	.....	33	37	.....	37	.....	.....	.....
12	.....	12	20	.....	20	32	.....	32	.....	.....	.....
15	11	26	7	2	9	22	13	35	.....	.....	.....
.....	46	46	.....	28	28	.....	67	67	.....	7	7
10	.....	10	66	.....	66	76	.....	76	.....	.....	.....
21	.....	21	145	.....	145	166	.....	166	.....	.....	.....
.....	1	1	.....	9	9	.....	10	10	.....	.....	.....
.....	139	139	.....	109	109	.....	232	232	.....	16	16
.....	1	1	.....	7	7	.....	8	8	.....	.....	.....
11	.....	11	20	.....	20	31	.....	31	.....	.....	.....
.....	.....	.....	4	.....	4	4	.....	4	.....	.....	.....
36	.....	36	82	.....	82	118	.....	118	.....	.....	.....
.....	29	29	.....	58	58	.....	87	87	.....	.....	.....
2	.....	2	13	.....	13	15	.....	15	.....	.....	.....
11	.....	11	32	.....	32	43	.....	43	.....	.....	.....
4	.....	4	1	.....	1	5	.....	5	.....	.....	.....
17	.....	17	30	.....	30	47	.....	47	.....	.....	.....
.....	91	91	.....	78	78	.....	157	157	.....	12	12
.....	.....	.....	13	.....	13	13	.....	13	.....	.....	.....
2	.....	2	17	.....	17	19	.....	19	.....	.....	.....
96	.....	96	284	.....	284	380	.....	380	.....	.....	.....
4	.....	4	17	.....	17	21	.....	21	.....	.....	.....
.....	3	3	.....	12	12	.....	15	15	.....	.....	.....
.....	28	28	.....	22	22	.....	50	50	.....	.....	.....
4	.....	4	32	.....	32	36	.....	36	.....	.....	.....
1	.....	1	19	.....	19	20	.....	20	.....	.....	.....
5	.....	5	11	.....	11	16	.....	16	.....	.....	.....
4	.....	4	6	.....	6	10	.....	10	.....	.....	.....
1	.....	1	6	.....	6	7	.....	7	.....	.....	.....
2	1	3	2	2	4	4	3	7	.....	.....	.....
1	.....	1	2	.....	2	3	.....	3	.....	.....	.....
4	.....	4	.....	.....	.....	4	.....	4	.....	.....	.....
3	.....	3	3	.....	3	6	.....	6	.....	.....	.....
3	.....	3	6	.....	6	9	.....	9	.....	.....	.....
56	.....	56	88	.....	88	144	.....	144	.....	.....	.....
.....	.....	.....	9	.....	9	9	.....	9	.....	.....	.....
36	.....	36	28	.....	28	64	.....	64	.....	.....	.....
782	1,493	2,275	2,476	1,523	3,999	3,256	2,864	6,120	2	152	154

TABLE II.—DURATION AND CAUSE OF IDLE

OCCUPATION.	DURATION		
	MEN.		
	NUMBER OF DAYS.		
	Highest.	Lowest.	Average.
Bakers	90	14	45
Barbers	20	2	18
Bartenders	24	2	21
Bell-boys	90	3	15
Blacksmiths	60	14	56
Bookkeepers	90	3	24
Butchers	60	7	19
Butlers	60	14	35
Carpenters	200	3	39
Chambermaids and waitresses	.....	.....	.....
Clerks	277	1	30
Coachmen	90	10	39
Collectors	120	14	43
Cooks	210	1	32
Cutters	152	14	45
Dayworkers	.....	.....	.....
Dishwashers	63	8	17
Drivers	365	4	36
Electricians	120	14	26
Elevator runners	150	1	29
Engineers	90	14	15
Errand boys	120	14	24
Factory hands	180	1	34
Farmers	270	4	26
Firemen	120	6	32
Gardeners	150	7	26
Gas and steamfitters	90	21	60
General houseworkers	.....	.....	.....
Grocery clerks	21	7	8
Grooms	210	14	34
Hall-boys	180	3	26
Handymen	270	2	24
Hotel cleaners	.....	.....	.....
Housekeepers and matrons	.....	.....	.....
Housemen	60	7	19
Ironworkers	365	7	37
Janitors	365	14	100
Kitchenmaids	.....	.....	.....
Kitchenmen	157	7	23
Laborers	330	2	23
Ladies maids	.....	.....	.....
Laundresses	.....	.....	.....
Linen room girls	.....	.....	.....
Machinists	150	1	22
Messengers	90	14	47
Miscellaneous	150	14	23
Nurses	.....	.....	.....
Omnibus	90	2	19
Orderlies	120	7	28
Oystermen	42	14	18
Painters	90	14	13
Pantrymaids	.....	.....	.....
Pantrymen	180	1	43
Plumbers' helpers	90	14	35
Porters	240	3	41
Salesmen	120	5	43
Saleswomen	.....	.....	.....
Seamstresses	.....	.....	.....
Stablemen	120	2	39
Stenographers	138	4	30
Stewards	120	4	32
Stonecutters	120	2	39
Tailors	120	6	48
Teachers	270	270	270
Telegraphers	90	1	8
Tinsmiths	40	1	23
Upholsterers	90	21	45
Valets	90	21	34
Waiters	120	1	22
Wagon-boys	180	14	34
Watchmen	180	3	25

NESS OF APPLICANTS FOR SITUATIONS.

OF IDLENESS.			CAUSE OF IDLENESS.					
WOMEN.			MEN.			WOMEN.		
NUMBER OF DAYS.								
Highest.	Lowest.	Average.	No work.	Sickness.	Other causes.	No work.	Sickness.	Other causes.
.....	.....	.....	1	3	15	.....	.....	.....
.....	.....	.....	10	.....	.....	.....	.....	.....
.....	.....	.....	8	7	11	.....	.....	.....
.....	.....	.....	8	5	15	.....	.....	.....
.....	.....	.....	5	.....	.....	.....	.....	.....
.....	.....	.....	11	10	13	.....	.....	.....
.....	.....	.....	.....	3	6	.....	.....	.....
.....	.....	.....	8	10	14	.....	.....	.....
.....	.....	.....	12	5	21	.....	.....	.....
210	1	32	.....	.....	.....	.....	32	570
240	5	30	100	82	65	.....	.....	18
.....	.....	.....	33	20	11	.....	.....	.....
.....	.....	.....	5	6	5	.....	.....	.....
270	1	38	8	7	68	.....	32	368
.....	.....	.....	5	.....	5	.....	.....	.....
180	1	11	.....	.....	.....	1	8	323
.....	.....	.....	20	10	7	.....	.....	.....
.....	.....	.....	96	55	138	.....	.....	.....
.....	.....	.....	8	2	10	.....	.....	.....
.....	.....	.....	.....	3	136	.....	.....	.....
.....	.....	.....	22	5	16	.....	.....	.....
.....	.....	.....	16	8	16	.....	.....	.....
210	2	42	5	.....	60	4	3	45
.....	.....	.....	42	20	94	.....	.....	.....
.....	.....	.....	2	2	55	.....	.....	.....
.....	.....	.....	2	1	43	.....	.....	.....
.....	.....	.....	3	.....	.....	.....	.....	.....
240	1	29	.....	.....	.....	.....	25	392
.....	.....	.....	2	.....	3	.....	.....	.....
.....	.....	.....	12	9	8	.....	.....	.....
.....	.....	.....	9	7	44	.....	.....	.....
.....	.....	.....	55	30	200	.....	.....	.....
270	1	22	.....	.....	.....	.....	41	435
270	7	26	.....	.....	.....	.....	2	40
.....	.....	.....	10	5	22	.....	.....	.....
.....	.....	.....	10	5	17	.....	.....	.....
210	7	27	7	6	9	.....	.....	13
150	1	30	.....	.....	.....	1	11	62
.....	.....	.....	23	16	37	.....	.....	.....
.....	.....	.....	10	4	152	.....	.....	.....
21	1	19	.....	.....	.....	.....	.....	10
240	1	26	.....	.....	.....	1	22	228
270	1	29	.....	.....	.....	.....	1	7
.....	.....	.....	9	1	21	.....	.....	.....
.....	.....	.....	1	.....	3	.....	.....	.....
.....	.....	.....	60	16	42	.....	.....	.....
240	1	24	.....	.....	.....	.....	3	84
.....	.....	.....	.....	.....	15	.....	.....	.....
.....	.....	.....	.....	3	40	.....	.....	.....
.....	.....	.....	.....	1	4	.....	.....	.....
.....	.....	.....	12	4	31	.....	.....	.....
210	1	25	.....	.....	.....	.....	12	157
.....	.....	.....	4	.....	9	.....	.....	.....
.....	.....	.....	13	.....	6	.....	.....	.....
.....	.....	.....	112	38	130	.....	.....	.....
.....	.....	.....	.....	1	20	.....	.....	.....
180	7	34	.....	.....	.....	.....	1	14
120	1	12	.....	.....	.....	1	1	48
.....	.....	.....	15	7	14	.....	.....	.....
.....	.....	.....	1	.....	19	.....	.....	.....
.....	.....	.....	.....	.....	16	.....	.....	.....
.....	.....	.....	5	2	3	.....	.....	.....
.....	.....	.....	.....	.....	7	.....	.....	.....
60	7	20	.....	.....	4	.....	.....	3
.....	.....	.....	1	.....	2	.....	.....	.....
.....	.....	.....	.....	.....	4	.....	.....	.....
.....	.....	.....	5	.....	1	.....	.....	.....
.....	.....	.....	5	.....	4	.....	.....	.....
.....	.....	.....	5	4	135	.....	.....	.....
.....	.....	.....	5	.....	4	.....	.....	.....
.....	.....	.....	3	1	60	.....	.....	.....

TABLE III.—TABULAR STATEMENT OF THE RATES OF PLACES OF

OCCUPATION.	RATES OF PER WEEK. MEN.		
	Highest.	Lowest.	Average.
Bakers	$15 00	$6 00	$11 00
Barbers	10 00	7 00	8 50
Bartenders	18 00	8 00	11 08
Bell boys	12 00	5 00	6 00
Blacksmiths	13 50	10 00	13 00
Bookkeepers	22 00	6 00	12 00
Butchers	14 00	11 00	11 40
Butlers	*10 00	*5 00	*7 00
Carpenters	27 00	6 00	12 00
Chambermaids and waitresses	.....	.....	.....
Clerks	20 00	5 00	10 05
Coachmen	14 00	8 00	10 00
Collectors	15 00	8 00	10 50
Cooks	*18 00	*5 00	*10 16
Cutters	40 00	6 00	11 80
Dayworkers	.....	.....	.....
Dishwashers	12 00	4 50	6 00
Drivers	25 00	6 00	9 00
Electricians	24 00	6 00	9 70
Elevator runners	12 00	5 00	7 07
Engineers	24 00	12 00	15 40
Errand boys	7 00	3 00	4 01
Factory hands	18 00	4 00	7 03
Farmers	14 00	5 00	9 00
Firemen	40 00	5 00	12 00
Gardeners	13 00	8 00	10 10
Gas and steamfitters	18 00	15 00	15 60
General houseworkers	.....	.....	.....
Grocery clerks	13 00	8 00	10 15
Grooms	15 00	10 00	11 30
Hall-boys	14 00	3 00	6 00
Handymen	21 00	5 00	8 90
Hotel cleaners	.....	.....	.....
Housekeepers and matrons	.....	.....	.....
Housemen	18 00	8 00	12 57
Ironworkers	27 00	7 00	13 06
Janitors	13 00	7 50	8 50
Kitchenmaids	.....	.....	.....
Kitchenmen	15 00	4 50	7 01
Laborers	18 00	7 00	10 61
Ladies' maids	.....	.....	.....
Laundresses	.....	.....	.....
Linen room girls	.....	.....	.....
Machinists	24 00	7 00	14 01
Messengers	9 00	5 00	7 00
Miscellaneous	21 00	5 00	11 01
Nurses	.....	.....	.....
Omnibus	8 00	4 00	5 09
Orderlies	15 00	8 00	11 06
Oystermen	25 00	12 00	15 27
Painters	21 00	7 00	14 43
Pantrymaids	.....	.....	.....
Pantrymen	13 00	5 00	7 50
Plumbers' helpers	16 50	5 00	8 15
Porters	16 00	4 00	9 60
Salesmen	25 00	8 00	15 00
Saleswomen	.....	.....	.....
Seamstresses	.....	.....	.....
Stablemen	18 00	10 00	12 01
Stenographers	10 00	6 00	8 80
Stewards	*10 00	10 00	10 00
Stonecutters	27 00	11 00	19 00
Tailors	16 00	10 00	15 00
Teachers	.....	.....	.....
Telegraphers	24 00	8 00	16 00
Tinsmiths	36 00	10 00	24 00
Upholsterers	35 00	10 00	17 10
Valets	.....	.....	.....
Waiters	16 00	5 00	9 50
Wagon-boys	10 00	4 50	6 00
Watchmen	18 00	7 00	10 80

* With board.

WAGES RECEIVED BY APPLICANTS AT THEIR LAST EMPLOYMENT.

WAGES OF APPLICANTS AT THEIR LAST PLACES OF EMPLOYMENT.

PER WEEK.			PER MONTH WITH BOARD.					
WOMEN.			MEN.			WOMEN.		
Highest.	Lowest	Average.	Highest.	Lowest.	Average.	Highest.	Lowest.	Average.
.....	.....	.....	†$100 00	†$20 00	†$45 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	†60 00	20 00	33 00	.....	.....	.....
.....	.....	.....	35 00	10 00	20 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	†108 00	†25 00	†50 00	.....	.....	.....
.....	.....	.....	†60 00	30 00	43 00	.....	.....	.....
.....	.....	.....	60 00	16 00	36 00	.....	.....	.....
.....	.....	.....	40 00	20 00	23 00	.....	.....	.....
*$8 00	*$3 00	*$4 73	.....	.....	.....	$25 00	$10 00	$16 00
15 00	4 00	7 28	†75 00	†14 00	†37 00	.....	.....	.....
.....	.....	.....	65 00	15 00	37 00	.....	.....	.....
.....	.....	.....	†50 00	14 00	28 00	.....	.....	.....
*11 25	*3 00	*6 40	160 00	20 00	41 00	70 00	12 00	21 89
.....	.....	.....	.....	.....	.....	.....	.....	.....
2 00	55	1 29	.....	.....	.....	.....	.....	.....
.....	.....	.....	30 00	14 00	18 00	.....	.....	.....
.....	.....	.....	†50 00	12 00	28 00	.....	.....	.....
.....	.....	.....	25 00	16 00	16 79	.....	.....	.....
.....	.....	.....	†50 00	16 00	24 00	.....	.....	.....
.....	.....	.....	†100 00	25 00	58 00	.....	.....	.....
.....	.....	.....	†15 00	†15 00	†15 00	.....	.....	.....
11 00	3 00	6 25	†30 00	†20 00	†25 00	.....	.....	.....
.....	.....	.....	30 00	10 00	19 00	.....	.....	.....
.....	.....	.....	†90 00	12 00	40 00	.....	.....	.....
.....	.....	.....	†75 00	16 00	29 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
9 00	3 00	4 50	.....	.....	.....	28 00	6 00	14 33
.....	.....	.....	18 00	18 00	18 00	.....	.....	.....
.....	.....	.....	60 00	18 00	36 00	.....	.....	.....
.....	.....	.....	40 00	10 00	21 00	.....	.....	.....
.....	.....	.....	50 00	10 00	19 00	.....	.....	.....
*9 00	*3 00	*5 00	.....	.....	.....	19 00	10 00	13 00
.....	.....	.....	.....	.....	.....	50 00	12 00	22 46
.....	.....	.....	40 00	14 00	19 80	.....	.....	.....
.....	.....	.....	†65 00	†65 00	†35 00	.....	.....	.....
.....	.....	.....	†100 00	15 00	29 00	10 00	6 00	9 83
*5 00	*4 00	*4 70	.....	.....	.....	20 00	10 00	15 23
.....	.....	.....	35 00	12 00	22 00	.....	.....	.....
.....	.....	.....	†60 00	10 00	26 00	.....	.....	.....
*5 00	*5 00	*5 00	.....	.....	.....	30 00	20 00	22 00
12 00	3 00	6 37	.....	.....	.....	†50 00	10 00	16 50
.....	.....	.....	.....	.....	.....	25 00	15 00	19 14
.....	.....	.....	†70 00	25 00	45 50	.....	.....	.....
.....	.....	.....	†90 00	14 00	47 00	.....	.....	.....
.....	.....	.....	50 00	12 00	32 00	.....	.....	.....
*10 00	*4 00	*6 11	.....	.....	.....	35 00	8 00	15 50
.....	.....	.....	40 00	7 00	19 00	.....	.....	.....
.....	.....	.....	60 00	16 00	25 00	.....	.....	.....
.....	.....	.....	30 00	30 00	30 00	.....	.....	.....
.....	.....	.....	†60 00	20 00	33 00	.....	.....	.....
*7 50	*3 00	*4 89	.....	.....	.....	20 00	12 00	13 59
.....	.....	.....	35 00	15 00	24 00	.....	.....	.....
.....	.....	.....	†40 00	†35 00	†37 00	.....	.....	.....
.....	.....	.....	†50 00	15 00	22 00	.....	.....	.....
.....	.....	.....	†100 00	†100 00	†100 00	.....	.....	.....
10 00	3 50	6 35	.....	.....	.....	.....	.....	.....
10 00	4 00	5 80	.....	.....	.....	25 00	10 00	15 50
.....	.....	.....	†50 00	25 00	37 00	.....	.....	.....
.....	.....	.....	†80 00	†25 00	†51 00	.....	.....	.....
.....	.....	.....	75 00	25 00	37 00	.....	.....	.....
.....	.....	.....	†50 00	†50 00	†50 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	†35 00	†33 00	†34 00	†25 00	†25 00	†25 00
.....	.....	.....	†55 00	†55 00	†55 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	80 00	25 00	32 00	.....	.....	.....
.....	.....	.....	75 00	16 00	26 00	.....	.....	.....
.....	.....	.....	†25 00	†20 00	†22 50	.....	.....	.....
.....	.....	.....	†60 00	20 00	29 00	.....	.....	.....

† Without board.

TABLE IV.—SHOWING THE RATES OF WAGES RECEIVED THE

OCCUPATION.	RATES OF WAGES PER MALE.		
	Highest.	Lowest.	Average.
Bartenders	$25 00	$25 00	$25 00
Bell-boys	20 00	12 00	14 00
Boatmen	17 00	17 00	17 00
Butchers	25 00	25 00	25 00
Carpenters	40 00	40 00	40 00
Carvers	20 00	15 00	16 00
Chambermaids and waitresses	.....	.....	.....
Clerks	.....	.....	.....
Coffee-men	20 00	20 00	20 00
Cooks	40 00	20 00	33 00
Dayworkers	.....	.....	.....
Dishwashers	20 00	14 00	19 00
Doormen	30 00	30 00	30 00
Drivers	†25 00	15 00	18 00
Elevator runners	†35 00	14 00	18 00
Engineers	†50 00	†35 00	†45 00
Errand boys	14 00	14 00	14 00
Factory hands	.....	.....	.....
Farmers	28 00	8 00	17 00
Gardeners	20 00	15 00	18 00
General houseworkers	.....	.....	.....
Hallmen	20 00	16 00	18 00
Handymen	25 00	10 00	14 50
Herd	†35 00	†35 00	†35 00
Hotel cleaners	.....	.....	.....
Housemen	30 00	15 00	16 34
Ironworkers	.....	.....	.....
Janitors	24 00	8 00	13 00
Kitchenmaids	.....	.....	.....
Kitchenmen	24 00	12 00	15 00
Laborers	.....	.....	.....
Laundresses	.....	.....	.....
Laundrymen	.....	.....	.....
Messengers	.....	.....	.....
Nurses	25 00	12 00	14 00
Omnibus	30 00	10 00	20 00
Pantrymaids	.....	.....	.....
Photographers	25 00	25 00	25 00
Plumbers	†60 00	†60 00	†60 00
Polishers	.....	.....	.....
Porters	.....	.....	.....
Seamstresses	.....	.....	.....
Stablemen	.....	.....	.....
Storeroom-keepers	20 00	20 00	20 00
Upholsterers	20 00	10 00	12 00
Ushers	†16 00	†16 00	†16 00
Waiters	50 00	16 00	26 00
Window cleaners	.....	.....	.....
Yardman	25 00	20 00	21 00

*Per day. †Without

BY APPLICANTS IN POSITIONS OBTAINED FOR THEM BY BUREAU.

MONTH WITH BOARD.			RATES OF WAGES PER WEEK.					
FEMALE.			MALE.			FEMALE.		
Highest.	Lowest.	Average.	Highest.	Lowest.	Average.	Highest.	Lowest.	Average.
.....	.....	.....	$14 00	$12 00	$13 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	15 00	15 00	15 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
$20 00	$10 00	$14 35	.....	.....	.....	.....	.....	.....
.....	.....	.....	10 00	10 00	10 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
40 00	14 00	18 74	12 00	10 00	11 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	*$1 50	*$ 75	*$1 19
.....	.....	.....	5 59	4 00	4 60	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	9 00	6 00	7 00	.....	.....	.....
.....	.....	.....	7 00	3 00	4 88	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	5 00	3 00	3 70	.....	.....	.....
.....	.....	.....	5 00	5 00	5 00	.....	.....	.....
.....	.....	.....	‡2 50	2 50	2 50	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
20 00	16 00	15 21	.....	.....	.....	.....	.....	.....
.....	.....	.....	12 00	12 00	12 00	.....	.....	.....
.....	.....	.....	9 00	3 00	4 70	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
22 00	10 00	13 21	.....	.....	.....	9 00	7 00	8 33
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	18 00	18 00	18 00	.....	.....	.....
.....	.....	.....	5 00	5 00	5 00	.....	.....	.....
18 00	10 00	14 22	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	15 00	7 50	10 20	.....	.....	.....
25 00	12 00	15 16	.....	.....	.....	7 00	5 00	6 43
.....	.....	.....	7 00	7 00	7 00	.....	.....	.....
.....	.....	.....	3 00	3 00	3 00	.....	.....	.....
20 00	10 00	12 74	.....	.....	.....	.....	.....	.....
.....	.....	.....	10 00	5 00	7 80	.....	.....	.....
18 00	10 00	13 12	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	9 00	9 00	9 00	.....	.....	.....
.....	.....	.....	9 00	9 00	9 00	.....	.....	.....
14 00	11 00	12 25	.....	.....	.....	.....	.....	.....
.....	.....	.....	12 00	12 00	12 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	9 00	9 00	9 00	.....	.....	.....
.....	.....	.....	12 00	7 50	9 60	.....	.....	.....
.....	.....	.....	6 00	6 00	6 00	.....	.....	.....
.....	.....	.....	8 00	8 00	8 00	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....

board. ‡ With board.

TABLE V.—SHOWING NUMBER OF APPLICANTS WHO HAVE CHILDREN OR DEPENDENT CHILDREN.

APPLICANTS REPORTING THAT THEY HAVE CHILDREN.

NUMBER OF CHILDREN PER APPLICANT.	Men.	Women.	Total.	Total number of children.
1	109	371	480	480
2	98	229	327	654
3	85	83	168	504
4	34	52	86	344
5	31	21	52	260
6	5	8	13	78
7	5	1	6	42
8	.....	1	1	8
9	.....	1	1	9
Total	367	767	1,134	2,379

APPLICANTS REPORTING THAT THEY HAVE DEPENDENT CHILDREN.

NUMBER OF CHILDREN PER APPLICANT.	Men.	Women.	Total.	Total number of children.
1	100	234	334	334
2	84	139	223	446
3	51	45	96	288
4	33	17	50	200
5	10	6	16	80
6	.....	1	1	6
7	3	.....	3	21
8	.....	.....	.....	.....
9	.....	.....	.....	.....
Total	281	442	723	1,375

TABLE VI.—AGES OF APPLICANTS.

	Men.	Women.	Total.
Under twenty years	553	197	750
Twenty to thirty years	1,485	923	2,408
Thirty to forty years	720	884	1,604
Forty to fifty years	349	669	1,018
Fifty to sixty years	126	259	385
Over sixty years	25	84	109
Total	3,258	3,016	6,274

APPENDIX.

REPORT OF THE SECRETARY OF THE SOCIETY FOR THE PROTECTION OF ITALIAN IMMIGRANTS

ON THE

Condition of Italian Labor in West Virginia.

To the Society for the Protection of Italian Immigrants:

I have the honor to submit to you the following report:

In the latter part of April 1903, I was requested to go to West Virginia to investigate a number of complaints of alleged abuses committed upon Italians which had been presented to the Italian Embassy at Washington, the consular authorities of New York, Philadelphia and Fairmont and to this society. Pursuant to such instructions I proceeded to Charleston, W. Va., making that my headquarters. My investigation lasted from April 30th to May 18th, 1903, and covered the following places: Clay and Otter in the Elk river section, Coalsburg, Acme and Kayford in the Cabin creek section, Raleigh, Atkinsville and Beckley in the Piney creek region, besides Elizabeth in Wirt county, Prince and Hinton.

For a better appreciation of the facts hereinafter set forth, a few considerations of certain geographical and economic conditions in the regions covered are necessary. West Virginia is actively developing its resources of lumber and coal; this necessitates railroad construction on a large scale, for the transportation of such products. The demand for labor is tremendous, there being probably no other State where the supply of labor is so inadequate to the demand. Indeed it is an admitted fact that this tremendous demand has brought into the State not only men rather unfit for the hard conditions of life in labor camps, but an element of lawlessness and brutality which in certain counties is a source of positive danger. I am informed by Governor White, that in one county of West Virginia 11 per cent of the population is under indictment. Partly to control this lawless element, partly for reasons hereafter set forth, certain contractors have resorted to the plan of employing "bosses" or overseers, who maintain their authority by resorting to acts in clear defiance of law and repugnant to fair and just principles. It is a notorious fact that in certain counties "life is cheap" and the unexplained and sudden disappearance of laborers, either white or black, is not such an exceptional occurrence.

The temptation to lawlessness is strengthened by the physical conditions of the country. Reference is made to Exhibits 1 and 2 hereto annexed, being topographic sheets respectively, of the Piney creek and Cabin creek regions, as prepared by the United States Geological Survey. From these it will be seen how a large watershed like the Kanawha river is supplied by numberless creeks, flowing from distinct sources in the mountains. Along the larger of these creeks, such as the Piney and

Cabin creeks, railroads are built for the transportation of coal and lumber. The creeks are entirely separated from each other, however near, by high mountains so that proximity of a camp on one creek to a camp on a creek a mile away, does not mean social contact but rather distinct isolation. Access to such other camp is generally possible only by going down to the mouth of one creek and going up the next creek. It is obvious therefore, that many of these camps mean for most of their denizens isolation from civilized contact, and to the foreign laborer coming from the cities, and especially to the gregarious and sociable Italian and French, they must appear as desert places fit only for wild animals. On the other hand such isolation tending as it undoubtedly does, to make the men anxious to get away, offers a further temptation to those who are bound by contract to perform a given work by a given time, to use means not sanctioned by law and still less by morals, in order to get unwilling hands to work. Nor are we to forget that the union and non-union laborers, which in West Virginia, are almost equally divided, create a feeling of unrest and reprisal, which while it may not affect directly Italian laborers, tends to strengthen a feeling of suspicion and distrust in all camps, between employer and employed.

With these considerations in mind, let us now examine the facts.

It is a reasonable presumption that no employer of labor seeks to make his men dissatisfied. Irrespective of sentimental considerations, but as a purely business proposition, a malcontent makes a poor worker. It is a fair presumption, therefore, that contractors in West Virginia do not wish to make a specialty of abusing their men; but the scarce supply and the necessity of finishing time work, as also the quality of some of the men dumped into the State, have driven some of them to methods, which, if known could not have the support of public sentiment. These evil methods may be divided into three classes, (1) the sources of supply, (2) the abuses of the commissaries, (3) the failure to forbid brutal acts by bosses. First, The Sources of Supply: Rightly or wrongly, West Virginia is shunned by Italian laborers; it is the opinion of most "bankers" in New York city, that Italians will not go there unless very special inducements are made, and even then few men will go. Where the more reliable agencies fail to supply men, contractors go to those less reliable. With but few exceptions every man examined, whose affidavits are hereto annexed, were sent to West Virginia from New York either by P. Avallone of 71 Mulberry street, or G. Pellegrino of 117 Mulberry street. The affidavit of Gentile (Exb. 3) of D'Ariano and Viole (Exb. 12) and G. C. Speranza (Exb. 13) and of Luzza and Cirillo as well as statements made to me by contractors show this. It is also shown that these two men, whose acts have heretofore been under examination by this society, resorted to means bordering closely on fraud to induce some of these men to go and did not hestitate to send tailors, barbers, waiters and other men unfit for the work demanded. No criticism is too strong against these agents, who shamefully profit through the ignorance and foolish trust of their less shrewd compatriots.

Against men of such character one thing alone is possible entrenched as they are in the colony—a wide and fearless publicity, using names, not generalities, that their ill-gotten confidence and power in this and other

ways may be destroyed. I also at the end hereof add another suggestion which, in my opinion, will militate against their illegal practices.

But the commissions paid by contractors for supplying men seem to be insufficient to always induce such agents to send men to West Virginia and resort has been had to a plan which forms our second point.

Second. Abuses of the commissaries.

There is a good profit in running a camp-store or commissary even on a legitimate basis, but it is a work of detail with which contractors dislike to bother. I find that in Raleigh county, Carpenter & Boxley Bros., who have several camps, as well as C. P. Harmon, let out this privilege, generally to the aforesaid Pellegrino, the consideration being that Pellegrino should furnish the men necessary for a given job and, in certain cases, guarantee the cost of transportation. Most of the abuses to which this plan leads will be considered under point III. Enough here to say that although the men are allowed to "buy anywhere" there is generally no other place to buy except the campstore. The contractors honor the storekeeper's statements, but will entertain no appeal from the decision of the storekeeper regarding store complaints, so that if a charge is extortionate, as it often is, the laborer is helpless as what he owes the storekeeper rightly or wrongly is deducted by the contractor from his wages. Another evil is that the storekeeper makes use of the so-called "boarding-house law" of West Virginia, to arrest the men who may be dissatisfied and wish to leave. It was applied in the case at Harmon's camp at Beckley, although the prosecuting attorney, Mr. McGinnis, told me it was doubtful whether such law applied to "shanty board" in a camp (see my affidavit Exb. 11). I have asked for an opinion on this point from the Attorney-General of West Virginia.

The responsibility of contractors on this point is therefore negative in character, but it is clearly within their power to prevent the existence of abuses through the campstore. It is my opinion that no laborer be sent to any camp where the store is not run directly by the contractor or company.

Third. Abuses by bosses.

I regret to say, under this point that most of the specific complaints presented by Italian laborers have been mortally proven in every case, and legally substantiated in almost every case.

Very little credence was given by me to the complaints presented, but an investigation on the spot proves their substantial truth. There is little doubt that a system of intimidation is in force in most camps visited, ranging from unostentatious but effective isolation to an active and brutal terrorism. Transportation for these laborers is generally advanced; $15 each for 100 men means an investment of $1,500. If the men want to leave it means a clear loss to the contractors. It must be admitted that the temptation to hold the men at any cost is pushed to the straining point. There is one way by which the men could be held without resort to illegal means and I will consider it later, but contractors have as yet failed to grasp it.

The employment of armed guards to prevent men from leaving and to otherwise intimidate them is abundantly proven (see affidavit of Gentile, Exb. 3; Mancuso, Exb. 4; Cervi, Exb. 5; Tulia, Exb. 7; Tizzani, Exb. 8;

G. C. Speranza, Exb. 11; D'Ariano and Viole, Exb. 12; Leopoldo, Viola, Molluso, Moglie, Exb. 13; Luzza and Cirillo, Exb. 19). It is possible that some of the armed guards in Raleigh county were employed by the coal operators to protect their property from strikes, but it is shown in the above affidavits that even in such cases, the bosses told their men that the guards were there to prevent their running away. The popular facetious saying in the Cabin creek district is that Italians "all belong to the Royal Family" because of the fact that a sentinel mounted guard over their shanties at night (see Exb. 4, 5, 7 and 8).

At one camp where Italians were employed I found an American laborer wearing conspicuously the badge "of the National Detective Association." He admitted to me his commission had expired and that he had no right to wear it, and thereupon removed it (see my affidavit Exb. 11). There is little doubt this was one form of intimidation. There is much evidence that the bosses are generally armed, and I have personally seen one contractor (C. P. Harman) armed with a large revolver, while within the boundaries of the county seat of Raleigh county, and have met the justice of the peace carrying a gun, while on horseback and accompanied by three riders. I beg to call your special attention to two instances of extreme intimidation and brutality. Let me first premise the statement that the charges of brutal treatment are amply substantiated (see affidavit of Gentile, Exb. 3; Mancusco, Exb. 4 and 6; Cervi, Exb. 5; Tuglia, Exb. 7; Tizzani, Exb. 8; Speranza, Exb. 11; D'Ariano and Viola, Exb. 12; Leopold, et al., Exb. 13; Snuffer, Exb. 14; Ball, Exb. 15; Hull, Exb. 16; Speranza, Exb. 18; Luzza and Cirillo, Exb. 19. See also, letter of Attorney Dorr Castro, Exb. 20, Report of Labor Commissioner of West Virginia of conditions at Beckley, Exb. 22).

The extreme terrorism is shown by the following case at one of Boxley's camps at Acme: Several Italians unable to stand the maltreatment under which they suffered notably at the hands of one McCowan, known as "the Big Boss," decided to escape. They were pursued by several men armed with rifles and revolvers; one guard took an iron bar from Gentile and with it struck several of the escaping laborers, both Italians and Germans (Exb. 3). Thus driven back, two of them, Gentile and Cervi, were allowed to go on December 29th, after paying $8.60, instead of $3.60 (see receipt pass signed by McCowan as part of Exb. 3). They were informed that the $5 extra was for the payment of the guards (Exb. 3). That a charge for the "guards" was made in other cases is borne out by the affidavits. The story told by Mancuso and fully corroborated is an example of great brutally and splendid unconscious heroism. A laborer at one of Boxley's camps had been knocked down and was being beaten by a boss with a heavy stick and cried out to his countrymen for the sake of their common blood to save him. Thereupon Mancusco and Cervi ran to his assistance with their picks, but were followed by their own boss who stopped them at the point of a revolver. But even then while they could not help Mancuso they shouted to the abused not to resist, or he would surely be killed.

It appears further that the man who had been knocked down was forced to stand up and pushed along by the boss, and whenever he fell he struck him blows with a long stick (Exb. 3 and 4).

The extreme of brutality is shown by the case of Gerardi also employed in one of Boxley's camps. Gerardi had been a waiter and was not over strong, although an intelligent and active Piedmontese. He was ordered by the boss to lift a stone and as he found he could not do it alone, he asked a negro who was working nearby to help him. The boss thereupon threatened to beat him, and he, in fear of harm, attempted to lift the stone with the result that he suffered from a very severe case of rupture. No redress has been had (affidavit of Gerardi, Exb. 21). (See also, other affidavits above cited.)

The extreme of disregard of law and of the indifference of local authorities is furnished by the well corroborated case at Beckley, where six Italians who left camp because of bad treatment while in the custody of law on a warrant for alleged non-payment of board, were bound with ropes by a contractor (Harman) who entered the grand jury room in the County Courthouse at Beckley and led them into the public street, where, in the presence of the "whole town" and of several officials, he hitched them to a mule and would have pulled them back to camp in that manner, had not a justice of the peace interfered. There is a grave doubt in my mind, however, whether such justice is not guilty of, to say the least, irregularity of procedure, because of certain acts or omissions after this incident occurred as set forth in the affidavits. I have asked for certain transcripts from his docket that might shed light on this question, and though I paid for them, he has not yet sent them (see affidavit of Gerardi, Exb. 21; Speranza, Exb. 11; Snuffer, Exb. 14; Ball, Exb. 15; Hull, Exb. 16; Speranza, Exb. 17; Speranza, Exb. 18; Luzza and Cirillo, Exb. 19). (See also, opinion of Attorney-General of West Virginia, Exb. 23).

It is impossible to summarize the cases of abuse and reference must be had to the affidavits, statements, correspondence, reports and other evidence hereto annexed, and made part of this report. I do not claim that all the evidence is absolutely reliable, nor do I urge that every statement made be believed, and much of it I have disregarded. I am aware that some is hearsay, and would not stand in a Court of Law. But due consideration must be given to the difficulty of gathering such evidence. The cruelty of some bosses is notorious, but it is impossible to get any American resident of that neighborhood to give a written statement to that effect. Furthermore, we were practically in the enemy's country. Outside of the physical difficulties of the country which would have tried even hardier men, it was difficult to reach the men, overcome their suspicions, prevent those above them to temper with them, and then sift their statements so as to get at the essential facts.

I had no power to compel the attendance of witnesses, nor had I any right to disturb the men at work. Often the evidence could be obtained only at night, when the men were free and only by the exercise of a certain rough diplomacy. Many witnesses had scattered, and had to be traced; some were found in hospitals in distant places, one was found an hour after he had died from a blow from an axe, and all we could do was to attend to the inquest over his death. With the machinery of the law at their disposal, and the use of honest and capable interpreters, the local prosecuting officer could well, if so disposed, stamp out many of

these evils. My instructions were somewhat vague regarding what action, if any, I should take, upon my investigation, and whenever I asked for definite instructions, I was told "to act according to my best judgment." Under such circumstances, I avoided taken extreme courses, even when prompt action would have brought the best results, and if this was a mistake the responsibility must be shared by my superiors.

With the evidence in hand and in my limited time, I endeavored to make my sojourn in West Virginia, first of all, "a campaign of education." Through the local press, the Governor and other people of influence in the community, I spread the knowledge of the work of this society, and made them aware that even from a distance it watches for fair play to the Italian immigrant. I avoided extreme or one-sided views, endeavoring to show that our purpose was not to interfere, but to ascertain what the facts were. I believe that no one, not even the contractors, whom I asked to see me, not even C. P. Harman, whom I accused in his own camp, can complain that my evidence was obtained unlawfully, or that I did not give them an opportunity to state their side of the case. I believe that this policy of open and fair dealing has already borne good results, as would appear by the offer of one large contractor (J. A. Carpenter to deal directly with our society, run his own store, and employ an Italian of our own choice as interpreter and advisor to him in his camps. And herein, to my mind, lies the secret of getting the best work out of Italian laborers, even in distant and isolated camps. A little courteous treatment, a recognition of those harmless characteristics and customs which count very much with them, will accomplish far more than blows and intimidations. The employment of a fellow Italian in whom they trust, who is honest and knows both Italian ways and American customs, to act as secretary between employer and employed, even at a good salary, would be a better and cheaper investment for contractors than the expense of maintaining armed guards and cruel foremen.

Some publicity could not be avoided before this report was made, nor would it have been advisable to avoid it. I herewith annex, as part of my report, clippings from various papers, which, I trust, show that public sentiment is beginning to be aroused.

I also annex as part of my report, copies of letters written by me, and originals of letters received, all of which have some bearing on the investigation.

Upon the evidence obtained, and after a careful consideration of the situation as studied on the spot, I beg to make the following suggestions.

I. That a committee be appointed to give a wide publicity to the facts collected through the national and local press. Public opinion would not tolerate these abuses if it knew of them. I consider it also a more effective method than the uncertain action of the Courts of Law, where, as Governor White said, "conviction by local authorities is well nigh impossible" (see also, letter of Governor White to me, Exb. 24).

II. That a fearless publicity be given in the Italian local press of the wrongs perpetrated by certain Italian "bankers" or agents here toward their countrymen, not relying on generalities, but giving names and addresses.

III. That the Italian Consular Authorities be urged to exercise their influence against such evil-doers.

IV. That the law committee be instructed to draft a bill to be introduced in the next Legislature, amending the law as regards employment agencies, or making it a part of the Penal Code—so that every employment agency shall be compelled to issue to each laborer "placed" a card setting forth the name of the contractor or employer, the place where, and the kind of work that is to be performed; the agreed wages; the approximate distance and cost of transportation. Failure to issue such card to be a misdemeanor. This will tend to prevent fraud, and be evidence against the agent.

V. That a copy of this report, or such parts as are essential be transmitted to the Governor of West Virginia, with the request that action be taken for the specific case of abuse at Beckley, and that he be urged to see that the prosecuting attorney of Raleigh county and justice of the peace, Richardson of Beckley, explain their malfeasance or nonfeasance of official duties, and if not satisfactorily explained, that proceedings be instituted against them by the Attorney-General. (See opinion of Attorney-General of West Virginia, Exb. 23).

VI. That the governor be requested to urge the prosecuting attorney of Kanawha county and the county officials to greater vigilance and activity against certain abuses in camps at or near Kayford.

VII. That a copy of this report be transmitted to His Excellency the Ambassador of Italy at Washington, D. C.; that he be urged to obtain a prompt and sufficient appropriation from the Italian Government to prosecute those in West Virginia, against whom a good case exists, legal action by local attorneys being in such cases more effective than diplomatic action, however well conducted.

VIII. That the society consider whether it should not interpose its good offices to obtain some compensation for some of these Italians, who are unable to sue, notably Girardi and the six Italians abused at Beckley.

IX. That the society exert its influence to prevent any Italians from going to work on the railroads in West Virginia, especially those controlled by B. V. Boxley, P. S. Boxley, Boxley & Co., Boxley Bros., Carpenter & Co., Carpenter & Boxley Bros. Co., C. P. Harman, Harman & Co., Macarthur Bros. Co. in Wirt county, where Boss Keefe is employed, or any other contractor who lets "store privileges" to Pellegrino or Avallone, *unless* satisfactory evidence be produced that irregularities have been corrected, and their future repetition is prevented. In view of the scarcity of the labor supply. I consider this the most powerful and effective weapon for reform.

X. That the Society put itself in relation with such contractors, explain the situation to them, and endeavor to obtain reforms as a business proposition.

XI. That the Society consider what action should be taken, if any, against P. Avallone, J. Pellegrino, B. V. Boxley and Boss McCowan.

XII. That a copy of this report be transmitted to the Italian Government, and that it be urged to contribute a larger subsidy to the society, so as to enable it to investigate and prosecute wrongs against Italians in this country. That it be made clear that the gratuitous services of the

society in sending its secretary to West Virginia cannot be made a precedent, and that the bill for necessary expenses in this investigation may give an idea of the great cost of traveling and obtaining reliable evidence in this immense and sparsely settled country.

I have never appreciated the full importance and beneficial influence of a society like ours as I did in my work in West Virginia; never before did its powers for good appeal to me with such full force as there, and even in that short campaign the spectacle of an American Society, six hundred miles away, interesting itself in the welfare of abused Italians, standing as a bulwark for fair play, was not only a forceful lesson for the people there, but an inspiring example of American civic sense.

In closing my report, I wish to express my thanks for the courtesy shown me by the Italian Ambassador, Governor A. B. White of West Virginia, and more especially, Consul General Branchi, who aided me in many ways in my work. Nor should I omit a word of praise for Sig. Tizzani of this Society, who was of much assistance to me in West Virginia, and who, in the performance of his duties, was sent home temporarily invalided.

Respectfully submitted.

(Signed) GINO C. SPERANZA.

Part IV.

EMPLOYERS' WELFARE INSTITUTIONS.

A Modern New York Printing Establishment.

EMPLOYERS' WELFARE INSTITUTIONS.

By George A. Stevens and Leonard W. Hatch.

Though the model factory, costly in construction and equipment, is, to a certain degree, the outcome of the rapid development of our modern industrial system, with the resultant introduction of the latest inventions in labor-saving devices to enhance the quality and decrease the cost of production; nevertheless the statutes enacted for the inspection of manufactories have wrought vast improvements in respect to cleanliness, sanitation, ventilation, lighting and heating of workshops, further preserving the health of operatives by requiring suitable toilet conveniences, seats for females, the lime-washing or painting of walls and ceilings; protecting life and limb through the guarding of belting, dangerous machinery, elevator shafts and well-holes, boiler inspection, and the erection of fire-escapes on buildings and substantial handrails on stairways. Yet there are many employers who, besides conforming to all these enactments, have exceeded the requirements of the Factory Laws by introducing in their establishments a series of commendable features that have not alone added to the comfort and pleasures of their employees, but have tended to elevate their standard of life—promoting their physical, social, moral and intellectual well-being.

American wage-earners who are self-respecting and independent have no desire to be coddled, and so far as it applies to them personally, they strongly disapprove of anything that pertains to charity. They seek living wages, reasonable working time, and fair labor conditions, and when these are conceded they welcome any other measures that make for industrial betterment. Welfare institutions inaugurated under such favorable circumstances have naturally created a better understanding between employer and employed, engendering a spirit of amity which has resulted in improved workmanship and yielded larger returns on the commercial side of the project.

To gain the necessary knowledge as to the extent and effect of this movement to meliorate industrial conditions in other direc-

tions than the granting of higher wages or shorter working hours, and compliance with the statutory provisions already referred to, the Department of Labor, in 1903, undertook a special inquiry into the subject, confining its efforts to firms and companies having more than thirty workers. The investigation embraced about 110 establishments that had in successful operation some of the activities that came within the scope of the research, and the welfare work thus revealed was, in brief, as follows:

Ministering to the health and comfort of employees by providing rest-rooms for women and girls, washrooms, shower-baths, working costumes, laundry facilities, wardrobes, ventilated lockers, bicycle sheds, dressing, dining and lunch rooms, free luncheons, or food and drinks at nominal prices, sanitary drinking fountains, distilled and cold drinking water, flower gardens on premises, and small parks for families of employees.

Vestibuling street surface railway cars to protect the health of motormen and conductors.

Constructing costly and beautiful buildings, with assembly halls and clubrooms, in which are introduced diversions of various kinds to foster personal friendliness; establishing in factories club-rooms for social gatherings or meetings, and rooms for games; encouraging summer outings by contributing generously to funds for that purpose, or granting vacations with full pay.

Meeting the needs for recreation and stimulating a desire for physical culture by laying out athletic fields for baseball, lawn-tennis, and other outdoor sports; setting apart rooms for dancing, drills, calisthenics, or gymnastics.

Effecting intellectual and moral improvement by providing kindergartens for children of workmen, free lectures, evening schools, manual training classes, technical instruction, free circulating libraries, reading-rooms, concerts, theatrical entertainments, music lessons, and pianos in workrooms for use of employees.

Developing the domestic and family life by building improved dwellings and leasing them to employees at reasonable rents; giving instruction in sewing, cooking and housekeeping to the young daughters of workmen.

Advancing the spiritual side of life by holding devotional services once a week to accommodate such employees as may wish to attend, or by furnishing them with religious literature.

Creating an interest in the business affairs of concerns by sharing profits with employees, assisting them to become stockholders, paying premiums or bonuses, or awarding prizes for valuable suggestions relating to management, manufacturing, etc.

Encouraging habits of thrift by supplying savings facilities and allowing liberal rates of interest on deposits.

In times of stress lending money to employees without exacting interest therefor, and thus preventing extortionate charges for loans by money sharks.

Insurance or beneficiary funds, maintained jointly by employers and employees, for the purpose of rendering financial aid in case of sickness, accident or death.

Caring for sick or injured workmen by the payment of wages during disablement, defraying expenses for medical attendance or hospital service, maintaining first-aid rooms, supplied with necessary surgical appliances and medicines, for immediate use in accident cases, and granting old age or retiring pensions to employees after many years of service.

Protecting work-people against fire loss by issuing free insurance policies on their tools.

Surrounding female employees with every possible protection and extending to them the privilege of quitting work several minutes before the dismissal of male help.

For the most part the establishments visited are in the productive industries. The Department has not attempted to include in the inquiry every factory in the State in which welfare work has been inaugurated, as a presentation of detailed information regarding all of them would be simply a repetition of the facts relating to those that are here considered; but the measures described typify the character of the effort that is in operation in other concerns.

BUFFALO.

BARCALO & BOLL MANUFACTURING COMPANY.

In the fall of 1902 the Barcalo & Boll Company, manufacturers of metal bedsteads, fitted up for their female employees—twenty-five in number—a retiring-room, a bathroom and in the toilet room adjacent to the latter a set of lockers for wearing apparel. The three rooms adjoin each other upon the main floor, where women

and girls are employed, and are connected with the workrooms by a short passageway so that privacy for all and quiet for the rest-room are assured. The bathroom is furnished with an enameled tub and modern plumbing. The lockers are of the individual ventilated type. The rest-room, which is about 15 feet square, is furnished with a view to both comfort and attractiveness. Papered walls and ceiling, rug for the floor, center-table, easy chairs and couch combine to produce a homelike appearance in pleasing contrast to the nearby workrooms. Ferns and palms, and in the summer-time, flowering plants in a window box, give further cheerfulness to the place, and diversion as well as rest is offered by the files of two magazines received regularly at the room. Altogether, on the fitting up of the little suite of rooms, the firm expended about $550.

The employees themselves are responsible for the care of the rooms. Each of the young women takes charge for a week at a time, their turns being indicated by a posted list made up by the factory manager. With twenty-five female employees this arrangement involves care of the rooms by each one for about one week in six months.

Besides providing an attractive place for retirement in case of illness or during the noon hour, the Barcalo & Boll Company has endeavored to give its employees more attractive places for work also by painting the walls and ceilings of work rooms in two harmonious shades of green. This was done at the same time that the bath and rest room were fitted up. Another feature designed to add to the comfort of employees consists in the furnishing of working costumes. Each of the women is provided with two gowns, two aprons and two sets of sleeves. All of the men (about 100 in number) are furnished with aprons, in addition to which painters and buffers receive full uniforms, white for the former and grey for the latter. The employees are expected to care for the costumes, of course.

To judge by the very appreciative opinions expressed to a representative of the Department by a number of them the sentiment of the employees of the Barcalo & Boll Manufacturing Company is distinctly favorable with reference to the welfare features instituted by the firm. But in actual practice, however, the benefits offered have not been fully utilized, particularly in case of the

bathroom. All but one of the thirteen young women employed in the lacquer department, which is directly connected with the bath and rest rooms, make regular use of the bathroom, usually on Thursdays and Fridays, the days which have been set aside especially for the purpose. But all of the nine who work in the mattress room, which is situated on the same floor but at the other end of the factory, have constantly declined to use the bathroom. An explanation of this action of the mattress-makers, suggested by a remark of one of their number, is to the effect that as they are pieceworkers they do not wish to give up any of their working time for baths. This would hardly seem to explain the situation, however, as those in the lacquer room are likewise pieceworkers, and all must take their own time for baths. The real reason appears to be a certain rivalry or ill-feeling between the two departments whose cause is inexplicable to the factory management and about which the employees themselves are wholly uncommunicative, but which has led the mattress-room employees to decline to associate with those of the lacquer room even in the enjoyment of the privileges afforded by the firm, two of the mattress-workers going so far as to refuse to use the lockers provided for them. This same element was also apparently the source of considerable difficulty experienced at first in securing proper care of the bath and rest rooms. Originally this was left entirely to the employees, who were to arrange among themselves for its care. But so much friction between the employees developed over this matter that the firm became considerably discouraged as to the prospect of any benefit from the privileges offered, and it was only after the management undertook the posting of a list of caretakers that harmony on this point was restored. In connection with this whole matter, however, one thing should be distinctly said, viz: That the friction between the two rooms appears to be a purely personal matter between the employees and does not involve any opposition toward the employers or the welfare features they have instituted since comments on the latter by mattress-makers were equally appreciative with those of the lacquer-workers.

Notwithstanding the somewhat discouraging effect of the peculiar difficulty which they have encountered in this field, the Barcalo & Boll Company is able to bear testimony to the value of

its welfare institutions. The secretary of the company is of opinion that the bathroom, working costumes and tinted walls of the factory have tended strongly to develop habits of cleanliness and neatness, and thereby to raise the general moral tone of the employees. But beyond the benefits thus bestowed upon their work-people he considers that there has been an appreciable return to the company both because habits of neatness tend to neater work and also because the privileges enjoyed by the employees tend to keep the latter with the firm in times when help is scarce.

BUFFALO SMELTING WORKS.

A system of co-operative sickness and accident insurance, maintained jointly by employers and employees, has been in existence at the Buffalo Smelting Works for ten years. The insurance fund is sustained by equal contributions from the body of employees and from the firm. Each of the former pays, if married, $1, and if unmarried, 50 cents per month, and the company adds each month a sum equal to the total dues of the employees.

Every employee who contributes to the fund receives in case of sickness $25 per month, beginning with the fifth day of his disability, and in case of accident (incident to his employment) $25 from the date of his injury, continuing in either case during the period of his disability. In addition he receives medical attendance and medicine free, the former being rendered by a competent physician regularly employed by the company and paid out of the insurance fund. In case of death from accident the deceased's heirs receive $500. The insurance protects the employee's family not alone in the event of his disability or accidental death, however, but also in case of the illness of any member thereof, every contributor to the fund being entitled to medical attendance and medicine for any member of his family to the same extent as for himself.

The administration of the fund is entirely in the hands of the company without the aid of any organization of the employees whatever. Whenever it is deemed advisable the company requires a physical examination by their physician for employees desirous of joining the fund. As a matter of fact, however, nearly all the men are found to be eligible. The dues of employees are collected by the company, being deducted from the former's wages.

That portion of the fund composed of these dues is applied to the payment for medical attendance and medicines for employees and their families. The portion contributed by the firm is devoted to the payment of the sick and death benefits. The company regards the payment of this portion and of the benefits as purely voluntary on their part and not as a response to a recognized claim of the employees.

Membership in the fund is entirely voluntary for the employees, but practically all of the company's 250 men are members. Sentiment among them seems to be strongly favorable to the plan. Interviews with a number elicited no unfavorable opinions, while several, especially those who had enjoyed its benefits either for themselves or their families, were very positive in commendation. Financially the fund has been successful, and in 1903 there was a good surplus on hand. Interesting in this connection is the fact that the plan as in operation at the smelting works in Buffalo was the outgrowth of a similar scheme which had been tried at the company's mines in another State. There the fund accumulated became so large that its investment in some profitable form became desirable. The matter was referred to the employees and they agreed to invest the surplus in the mining stock of the company. The subsequent advance in value and the dividends of this stock have provided an income sufficient to meet the demands upon the fund without further payment of dues.

DIAMOND SAW AND STAMPING WORKS.

This firm, which employs about 25 men and women, began in 1902 serving tea, coffee and cocoa to its employees at noon. One of the employees prepares the beverages on a gas stove, and any one who chooses may have as many cups as he wishes of whatever drink he prefers, served with milk and sugar if desired and absolutely free of charge. The general use of this privilege by the employees who do not go home for dinner testifies to its popularity as well as the strongly favorable opinions offered by several of them to a representative of the Department. The sentiments expressed indicated appreciation of the fact that each may have his hot drink with his luncheon wherever in the factory he chooses, so that those who prefer can eat alone or in pairs free from intru-

sion, and there is no necessity for the meager luncheon to be spread in view of those more favored as would be the case if all were served in a lunch room.

JACOB DOLD PACKING COMPANY.

In view of the character of much of the work in a slaughtering and meat packing establishment the Dold Company of Buffalo took an especially effective means of advancing the welfare of its employees by providing a lunch room entirely apart from the work places. About ten years ago the firm fitted up the large loft, about 300 by 125 feet, in the second story of its box factory, as a lunch and locker room for the 600 men in its employ. The room is supplied with tables and benches, individual lockers for clothing and hot-water troughs for heating coffee, etc. Good ventilation and heating insure comfortable temperatures both summer and winter, and the room is kept clean and in order by a janitor in charge, who is paid by the company.

The lunch room is used daily by about one-third of the men. The employees living near the works take their meals at home, of course. Some others do not patronize the room because no beer is allowed anywhere upon the firm's premises. Among those who do utilize it, however, it appears to be thoroughly appreciated as shown by the favorable comments of several different employees who emphasized especially the agreeable surroundings in the lunch room as compared with their places of work in slaughter-house, fertilizer room, etc.

It is the custom of the Dold Company to contribute to the annual picnic held by its employees. No fixed amount is given, but both money and supplies are contributed each year.

MISS C. W. FRINK.

In the basement of the dressmaking establishment of Miss C. W. Frink a lunch room is provided for the accommodation of the 100 women employed. The room is supplied with tables and chairs and a gas stove whereon those who wish may brew their tea. Coffee may not be made on the premises lest its odor should pervade the rooms where customers are served. The lunch room has always been maintained since the occupation of the present establishment in 1900. About thirty of the employees make use

of the lunch room. A number of the others go home for dinner and the remainder eat their luncheon in the workrooms. The management is not favorably disposed toward the latter practice for fear of damage to the fabrics upon which work is being done, but the use of the lunch room is entirely voluntary. The privilege of making tea on the premises seems to be the most appreciated feature of the lunch room in this establishment.

Besides the lunch room mention may be made of the fact that the location of the firm in a building constructed for a private house in a fine residence district, although not chosen for that particular purpose, insures to the employees attractive surroundings in the way of well-kept lawns, shade-trees, flower beds, etc.

LARKIN SOAP COMPANY.

Within a few years this firm has established a number of welfare features. The oldest of these is a savings department, founded in December, 1899. Here the company receives deposits from any of its employees and pays interest at the rate of 5 per cent, compounded quarterly, a considerably higher rate than that allowed by any of the Buffalo banks. In August of 1903 there were 370 depositors in the department with deposits aggregating in round numbers $62,000. About one-half of the depositors were factory hands out of a total of 1,100 in the entire establishment, the other half being from the office force, numbering 350 all told.

Over one-half of the company's employees (600 out of the 1,100 factory workers) are women and girls. For these a rest-room was fitted up on one of the main floors of the factory in November, 1900. This consists of a small room (about 10 by 14 feet) fitted up with couches and a medicine cabinet, and is designed for use in cases of sudden illness.

In the following year (October, 1901,) the company established its most popular feature, the serving of coffee with cream and sugar, every noon, free to all members of the factory or office force who desire it. The preparation of the coffee is in the hands of a woman employed by the company for that purpose, and the serving of so large a number at their places of work is made a comparatively simple matter by leaving it to the employees themselves. One of the latter secures from the woman in charge a sufficient quantity of coffee for an entire group of those working

near him or in the same room, so that it is necessary for but a comparatively small number to go to the place where the coffee is made. It is not surprising to find that the opportunity for a hot drink with the noon meal is very generally availed of by those who do not go home at noon.

A feature for the benefit of the office force especially was adopted in November, 1902, when a piano was placed in the office for the use of the employees—a privilege frequently utilized during the noon hour.

Another feature whose advantages inure chiefly to the office employees is a lunch room maintained by the company in a small building across the street from the factory. Here a hot luncheon is served every day at $1 per week (six meals) or 20 cents for a single meal. This is open to all employees, but is utilized by very few of the factory hands. Any considerable patronage by the latter was not expected, in fact, as the room is not large enough to accommodate a large number. About thirty-five take meals in the lunch room regularly, most of whom are office employees, heads of departments or foremen. It is the custom of the company's directors to lunch there each week on their regular meeting days.

So far from attempting to realize any profit from the lunch room the charge for meals is as a matter of fact less than cost, and the room is run at a loss of about 25 per cent.

From the opinions voiced by a half-score of the Larkin employees it would seem that the company's welfare institutions are very favorably regarded. Concerning the free coffee at noon such comments were made as "It is a grand, good thing," "one of the nice features about our factory," "my dinner tastes ever so much better for the coffee we get," "excellent," and "am satisfied; it is fully appreciated." The savings department was also favorably mentioned by several. One had drawn his money from a bank and put it with the company. Another had over a hundred dollars on deposit. Significant were the remarks of two, one of whom saved "a little every week for deposit" and the other of whom had "a little on deposit," to the effect that they had never saved anything before they worked for the Larkin Company.

LEHIGH VALLEY RAILROAD REPAIR SHOPS.

(Buffalo, Auburn and Cortland.)

The relief fund of the Lehigh Valley Railroad system provides benefits for employees accidentally injured while in the discharge of their duties or for their families in case such injury results in death. These benefits are open to all employees in any department, which includes shopmen in New York State to the number of about 600 in Buffalo (515), Auburn (45) and Cortland (40).

Membership in the fund is voluntary, and any employee may join at any time by contributing to the fund one day's wages or less, to be taken from the pay-roll for that month, but in no case is such subscription to exceed $3. Subsequent contributions of the same amount are made whenever the company issues a call therefor, such calls being made whenever the fund becomes so reduced by the payment of benefits as to need replenishing. For every contribution made by an employee the company contributes an equal sum, so that the fund is supported equally by employer and employee. The company, in addition, bears all the expense of administering the fund.

The fund is kept without charge by an officer of the company designated by the company's president. Its management for each road or division is in the hands of the superintendent or assistant superintendent of that road or division and one representative from each class of employees (such as engineers, firemen, conductors, etc.) on that road or division, each of such representatives being elected by the members of their respective classes, or failing such election, appointed by the superintendent of the road or division. Payments from the fund are made only upon written order signed jointly by the superintendent or assistant superintendent of the road or division, and the representative of the class to which the injured person belonged, and by some person having personal knowledge of the accident, such order to be approved by the general superintendent, and in case of a non-fatal accident to be accompanied by the signed certificate of the physician who attended the case, stating the total disability of the injured employee during the period covered by the certificate. The superintendent or assistant superintendent of the road or division and the representative of the injured employee's class, together determine when payments for an injury shall cease.

Any contribution made to the fund by an employee at any call covers his risk of accident only for the period up to the next call. If he contributes at each call his right to benefits is continuous, but his failure to contribute at any call at once terminates such right, and in no case are contributions ever refunded. Upon a first contribution to the fund the contributor is not entitled to benefits for any accident occurring before the first day of the following month. To insure the receipt of benefits all cases of injury must be reported immediately to the conductor, foreman or other person in charge of the work, whose duty it is to investigate the case and report to his superior officer.

The benefit paid in case of a non-fatal accident amounts to three-fourths as much per working day (Sundays always excepted) as the regular contribution of the injured person to the fund, and continues during his total disability to work, but not longer than nine months. As above indicated the superintendent or assistant superintendent of the road or division and the representative of the injured employee's class together determine the period of disability. The bills of physicians or surgeons for services rendered in consequence of the accident are paid from the fund and the amount deducted from the benefits due the injured person. In case the accident results in the loss of a limb which can be artificially replaced the cost of an artificial limb is paid from the fund in addition to the benefits.

When accidents result fatally within six months of the date of injury, $50 is paid from the fund for the funeral and other immediate expenses. In addition there is paid monthly for a period of two years from the time of his decease a death benefit equal to an allowance for every working day of three-fourths of the employee's contribution to the fund, from which is to be deducted and paid, as in case of non-fatal accidents, the amount of physicians' or surgeons' bills. The beneficiaries entitled to receive the death benefits, in the order of their precedent rights, are the widow, if she remains unmarried and was not living apart from her husband at the time of his death, the children under 16 years of age, the mother, the father, and the brothers and sisters under 16 years of age. Children and brothers and sisters under 16 years are entitled to benefits only until the youngest shall have attained

that age. Whenever in that manner or by reason of death, or remarriage in case of the widow, a beneficiary's rights expire before the end of the two-year period then the benefits for the balance of the two years go to the next beneficiary or beneficiaries as named above. If the rights of all expire before the period is completed the payment ceases entirely.

The Lehigh Valley Railroad relief fund was established May 1, 1896. The original plan contained a clause reserving to the company the right to change the system at any time or to abolish it. As a matter of fact, however, up to 1903 no alteration, or at least none of any importance, had been made, and the chief features have been from the first as described above.

The financial operations of the fund for the entire Lehigh system for the year ended December 31, 1900, are shown in the following statement:*

Receipts.		
Balance December 31, 1899	$19,062 08	
Contributions by employees	30,319 75	
Contributions by companies	30,319 75	
		$79,701 58
Disbursements.		
Death benefits	$24,806 39	
Disablement benefits	44,470 83	
		69,277 22
Balance December 31, 1900		$10,424 36
Average number of contributors		5,290

Interviews with several of the Buffalo employees of the company elicited opinions concerning the fund, none of which were adverse and nearly all of which were distinctly commendatory. Favorable opinions were expressed by those who have been contributors to the fund and never been injured, as well as by those who had enjoyed its benefits. In general the fund appears to be more popular with road men than shop men, the reason given for this being that the hazardous character of the occupations of the former both makes insurance especially desirable for them and at the same time makes it very expensive in the ordinary forms, while on the other hand the

*From Report of the Industrial Commission (U. S.), vol. XVII, p. 880.

lower risk of injury in case of the shop men puts within their reach at reasonable cost ordinary policies which give them larger protection than the fund which covers only their risk of accident while at work.

NATIONAL BATTERY COMPANY.

This Buffalo firm employs between 100 and 200 men in making electric batteries. In the fall of 1902 a combined lunch and wash room was arranged for the employees. A well-lighted room about 20 by 25 feet in size on the second floor of the factory was provided with movable benches, running water and wash troughs. At one end is a wardrobe about 6 by 12 feet separated from the main room by a light partition and ventilated by wire-screened windows. Here there is an abundant supply of clothes hooks for wearing apparel, with plenty of space on floor or benches for lunch baskets and dinner pails. The wardrobe door is kept locked with the key in the hands of the factory superintendent.

The lunch and wash room is used very generally by the employees, being utilized chiefly for its washing and wardrobe conveniences since most of the men are able to go home for their noonday meal. Expressions of opinion on the part of a few were all appreciative of the benefits derived from the features provided. At the same time a representative of the firm stated that their experience had revealed some degree of suspicion as to the company's motives in the maintenance of such an institution, a suspicion lest benefits conferred in this direction should be balanced by less liberal terms of employment.

Considerable working in lead is necessary in the manufacture of the National Battery Company's product, and unless some preventive is used the lead fumes tend to produce "lead colic." For this reason the firm supplies its employees with medicated drinking water in the various workrooms, the use of which is an effective preventive of the disease.

SIDNEY SHEPARD & CO.

In 1902 the firm of Sidney Shepard & Co., manufacturers of tinware and sheet metal goods, built and equipped a dining-room for the use of its employees in one of its three Buffalo plants. By adding a second story to one wing of the factory space was

secured for a dining-room about fifty feet square with an adjoining kitchen of about one-fourth that size in such a position as to secure abundant light and ventilation through their numerous windows. Tables, chairs, linen, chinaware, range, refrigerator, utensils, in short, all the accessories of a well-equipped dining-room and kitchen were provided, the total expense of construction and equipment being about $200.

From the first the entire management of the dining-room has been placed in the hands of the employees; that is, of those who choose to patronize it. Its affairs are conducted by a committee composed of one member from each of the tables in the dining-room (six or eight in1903), this arrangement giving ample opportunity for discussion and expression of opinion by all those using the dining-room concerning any matters connected with the management. The committee hires the necessary help (two girls in 1903) to cook, serve the meals, and keep the rooms in order, buys all supplies, makes up the menus, etc. Regular dinners, consisting of soup, meat and vegetables and dessert are served to any employee for $1 per week, or lunches at 75 cents per week, six-meal tickets being used, which are good for the one week for which issued. In addition to the regular meals coffee is served at a moderate charge from a small lunch counter in the kitchen to any in the factory who may desire it. The prices have been fixed with a view to just paying running expenses. Any deficit that occurs is made up by the company. Should present charges afford a surplus they are to be readjusted to the cost of operation.

A year's practical experience has served to bring to light a number of interesting factors involved in the maintenance of such an institution. From the first the company has had to combat a certain amount of suspicion among employees as to its disinterestedness, a fear that benefits conferred through the dining-room might be discounted in wages or otherwise, or even a suspicion that in some way the firm planned to realize a profit from the dining-room. In regard to the latter idea it may be said that as a matter of fact the first year's operation of the dining-room was actually a source of expense to the company, and not until the latter part of 1903 did it promise to be self-sustaining under the above prices. An obstacle to the use of the dining-

room for some was the fact that their work necessarily involved considerable soiling of garments and person which made it impossible for them to make themselves presentable in a well-appointed dining-room without more change of apparel and washing than was possible or convenient in the noon hour. To meet this difficulty the company at the time the present investigation was made contemplated providing small tables upon which meals could be served in the various workrooms for the accommodation of those who could not conveniently go to the dining-room. The problems involved in the variety of individual tastes to be satisfied are vividly suggested by the explanations given by some of the employees for the withdrawal of their patronage after having made trial of the dining-room. Said one, "I came back to my pail. It [the dining-room] was good enough, but you get tired of even a good thing." Another explained, "I eat meagerly, and not everything agrees with me. Of course, when I sat at the table I ate what was set before me and at times I was distressed. I have gone back to the dinner-pail." A third said, "The dinners were good, but I preferred what my wife put up for me. I get a pail of coffee, all seasoned, for five cents and let it go at that." A number of other expressions by non-patrons of the dining-room were of the same tenor.

For such reasons as the above, as well as the fact that some employees live near enough to the works to be able to take their noon meal at home, about 70 per cent of the company's 300 employees in the one plant do not avail themselves of the privileges of the dining-room. Over against this is to be recorded a substantial measure of success in its regular patronage by from 75 to 100 employees, in addition to which a considerable number who do not take meals at the dining-room purchase coffee by the cup or pail at the lunch counter.

WILE BROTHERS & WEILL.

Ever since the occupancy of their present factory, in 1899, Messrs. Wile Brothers & Weill, clothing manufacturers, have maintained a lunch room for their female employees. A room about twelve by twenty-five feet, partitioned off on the main floor of the factory, fills the purpose. Simply furnished with tables,

Employees' Athletic Field and Club Houses.

Another View of Same Buildings.

chairs and clothes hooks, this serves both as lunch room and wardrobe for hats and wraps. A gas stove in an adjoining room is at the disposal of employees for heating tea and coffee. Practically all of the women and girls employed, some eight or ten in number, use the room daily. All those who bring lunches are, in fact, expected to eat them in the room provided in order to avoid any danger to garments or goods from rats and mice attracted by crumbs scattered through the workrooms. This requirement has not been obnoxious to the employees, however, all those using the lunch room expressing, on the contrary, general satisfaction therewith.

CANANDAIGUA.

LISK MANUFACTURING COMPANY.

Twenty per cent of the 550 people in the employ of the Lisk Manufacturing Company at Canandaigua, Ontario county, which produces tin and enamel ware, own their homes. To encourage this acquirement of realty the officers of the concern in some instances carry the loans at the going rate of interest; while the company itself has erected near the factory four modern two-story detached single-family dwellings, with hot and cold running water and lighted by electricity, and leased them to regular employees at nominal rentals.

The most beneficial welfare work of the company is carried on in a two-story and basement clubhouse a short distance east of the works. On the first floor of the building is a game and reading room, furnished with tables and chairs, and containing a variety of games and leading magazines and newspapers. In this room there are twelve lockers, which are used by the men and boys who seek physical development in the gymnasium in the rear of the structure. The dimensions of the latter room, which receives light from seven windows, are 20 by 40 feet, with a ceiling 20 feet in height. Improved apparatus, consisting of horizontal bars, dumb-bells, Indian clubs, traveling rings, a punching bag, chest exerciser, kicking exerciser, tumbling ladder, and vaulting buck, have been placed in position, and at least 40 per cent of the male workers take this means of strengthening their bodies. Fees are not exacted, but there are two clubs in the gymnasium, one being

composed of 40 men and the other of 25 boys, and these are taught by a competent physical instructor. It is contemplated to suitably furnish a large room on the upper floor as a parlor for the employees. This room has seven windows and is pleasantly situated. In the basement there is a lunch room, with six tables and the necessary chairs, for the working men and women connected with the establishment. Here there is an apparatus on which water, coffee, etc., are heated by those who take their luncheons from home.

Recognizing that many of its work-people who leave home early in the morning, after partaking of only a light breakfast, need some nourishment before noon, the company permits the most reliable dairymen in the vicinity to enter the factory daily between the hours of 9 and 11 o'clock with a supply of pure milk, which is sold at the rate of five cents per quart. Seventy-five per cent of the help patronize these dairymen.

The management urges its workers to become associated with the business, and in this effort it has already met with fair success, for ten heads of departments and fifteen other employees at present hold stock in the corporation. Quarterly dividends of 2 per cent are paid on this stock, the par value of which is $100 per share.

Cloak, dressing and rest rooms for the women and girls employed in the works are established in the different workshops, and there is also a large wardrobe, fitted with numerous hooks, for the male employees.

The company reports that its people, who work ten hours per day, have steady employment, and that it has in the past year voluntarily granted a general increase of wages in several departments.

COHOES.

THE HARMONY MILLS COMPANY.

The efforts of the Harmony Mills Company toward providing suitable housing for its work-people, the wages of a number of whom are not quite so high as those of the average factory operative, is an interesting instance of an attempt at the solution of a problem of considerable importance in every large manufacturing center.

For a number of years the company has, from time to time, acquired large numbers of tenements in the vicinity of its mills. At the present time hundreds of families having representatives employed in the mills occupy these tenements, which are let only to mill operatives.

The rent is lower than that of other houses in the same neighborhood. It is deducted weekly from the wages of the employee. For $1 a week a small flat may be obtained, and for $3 a week an entire dwelling with considerable improvements may be had.

What is perhaps the most commendable feature of this system is the readiness and thoroughness with which houses are repaired. A force of carpenters, masons, painters, etc., is continually employed in making necessary repairs, which keep the tenements constantly in good condition.

In most cases the houses are small and a considerable number are story-and-a-half dwellings, suitable for a single family. Of the flats the commonest type is one with two or three living rooms and two bedrooms. Such a flat can be rented as cheaply as $1 a week. The cottages, a large number of which are furnished with a bath and closet, may be rented for $2 to $3 a week. Inasmuch as the company owns a large portion of the neighborhood (in several cases entire streets), many objectionable features, such as unclean alleys, deficient drainage and tumble-down outhouses, are eliminated.

Altogether the effort of the Harmony Mills Company to provide comfortable, sanitary and inexpensive homes in a respectable neighborhood for its employees has met with much success.

COLD SPRING, PUTNAM COUNTY.

J. B. AND J. M. CORNELL COMPANY.

In 1898 the firm of J. B. and J. M. Cornell Company, manufacturers of structural ironwork, removed their works from New York City to the village of Cold Spring, where they are employing upward of 1,000 men. The village did not possess sufficient housing accommodations for so large a number of newcomers, and the firm accordingly erected a number of two-story cottages, built

economically but substantially. Each cottage contains eight rooms, bath, closets, cellar and attic, and is heated by furnace. The houses are built on lots about 50 x 80 feet each, which are ornamented with trees, hedges, flower beds, etc. They rent for $12 to $15 a month, yielding the company about 5 per cent on its investment.

DEPEW.

MAGNUS METAL COMPANY.

A good example of what may be done to beautify the exterior of a factory in which beauty of interior is largely precluded by the nature of the work is to be seen at the brass foundry of the Magnus Metal Company in the village of Depew, near Buffalo. The works are housed in a long and comparatively narrow two-story brick building. Upon one side the outlook is upon a view common to many factories located to secure convenient transportation facilities, viz: a railway siding and railroad tracks. But on the other side is a stretch of lawn nearly a half acre in extent. On that side also the wall of the factory is overrun with ivy. The lawn is bordered on the sides next the street and the neighboring premises with green hedges, while on the side next the factory a narrow bed of flowers marks the dividing line between lawn and ivy. A small one-story tool or supply house standing in the center of the lawn is robbed of much of its intrusiveness by similar flower beds about its base. All this is neatly kept, and the result of the whole is to give the yard of a brass foundry an appearance either from within or without the factory little less attractive during the summer months than that of many a well-appointed private residence.

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY'S REPAIR SHOPS.

In the large locomotive repair shop of the New York Central Railroad in Depew, in which about 950 men are employed, individual lockers for wearing apparel, etc., are provided for all the employees. These are located in the various rooms through the shops so that each workman has his locker conveniently at hand.

A less notable feature in this establishment is some effort to create pleasant surroundings in the grounds. As one approaches the entrance from the railroad a well-kept lawn backed by the ivy-clad wall of the main building greets the eye. Few of the shop employees are in a position to enjoy these, however, as the main building is devoted chiefly to offices and storerooms. But in one of the quadrangles between the shops the visitor came upon a large triangular flower bed which was a mass of blooming plants, whose bright colors were in grateful contrast to the dull monotony of the surrounding brick walls and cinder-packed earth.

EAST AURORA, ERIE COUNTY.

THE ROYCROFT SHOP.

Perhaps in no other industrial undertaking in the State is so much to be found that is beyond the simple payment of stipulated wage for certain hours or amount of work and beyond the requirements of law with respect to the health and safety of employees as in the Roycroft printing establishment at East Aurora. This is the natural result of the unique principle followed by the institution's founder and still its presiding spirit, Mr. Elbert Hubbard, which may be briefly stated as seeking the highest development of the employee by means of work under the most inspiring conditions, both because it is good for the worker and because it secures from him the best service. The idea is thus set forth in its author's own words: "In the Roycroft shop * * * country boys and girls are given work at which they can not only earn a living, but get an education while doing it. * * * At the Roycroft shop the workers are getting an education by doing things. * * * To develop the mind, we must use the body. Manual training is essentially moral training; and physical work is at its best mental, moral and spiritual. * * * At the Roycroft shop we are reaching out for an all-round development through work and right living. And we have found it a good expedient—a wise business policy. Sweatshop methods can never succeed in producing beautiful things. And so the management of the Roycroft shop surrounds the workers with beauty, allows many liberties, encourages cheerfulness and tries to promote kind

thoughts, simply because it has been found that these things are transmuted into good, and come out again at the finger-tips of the workers in beautiful results."*

This principle of education of the workers begins at the bottom in the Roycroft shop and includes the teaching of trades as well as education in the broader sense. East Aurora is a village with a population in 1900 of 2,366 persons, and except for the Roycroft establishment is almost entirely an agricultural community.† Save for a few skilled workers as heads of departments and instructors all the Roycroft workers have come from the surrounding farms, many of them as boys and girls, and practically all were without knowledge of a trade and have acquired what skill they possess entirely within the shop.

That the Roycroft plan has in its case been attended with financial success appears to be beyond question. Mr. Hubbard stated in 1902 that upon an investment of about $250,000 a net profit of over $200,000 had been realized in seven years. As bearing upon the possibility of applying similar methods to other industrial undertakings, however, it is important to note two special characteristics of the Roycroft business. First, the business is chiefly artistic book making, and the publication of Mr. Hubbard's writings, together with some furniture and rug making and ornamental ironwork. For all its products artistic quality and not cheapness of production is the aim, and the only market sought is among those for whom beauty and not price is the chief consideration. The industry is one, therefore, which is outside the field of sharp price competition, and in addition to this enjoys a certain monopoly element for its publications owing to the special reputation of its founder and head. In the second place, outside of the pressroom of the printing shop all work is done by hand. The attainment of artistic quality in the product, therefore, is in the highest degree dependent upon the skill and artistic

*See an account of the Roycrofters, by Elbert Hubbard in The Cosmopolitan Magazine, January, 1902 (Vol. 32, p. 309), under the title "An Interesting Personality: Elbert Hubbard."

†The records of the Bureau of Factory Inspection show but one factory in the village besides the Roycroft shop, that being a planing mill, manufacturing also agricultural implements, with 40 employees. The other thirteen establishments inspected there in 1903 were only the usual shops of a small community, such as bakeries, laundries, harness shops, printing offices, etc., none of which employed over five hands.

sense of the individual worker. Wherefore education of the worker, either technical or general, is especially calculated to produce direct results upon the success of the business in this industry as compared with those in which machine work and unskilled labor predominate.

The various features for the benefit of the workers in the Roycroft shop may be grouped under the following heads:

1. Profit-sharing.—The Roycroft institution was incorporated in May, 1902, under the name of The Roycrofters, with Mr. Hubbard, until that time sole proprietor, as president and general manager. Before that Mr. Hubbard had been in the habit of paying bonuses to employees at Christmas, but upon incorporation a regular system of profit-sharing by the holding of stock by the workers was adopted. The entire capital of The Roycrofters, $300,000, is owned by Roycroft workers in shares of $25 each, and no others are permitted to hold stock. Any holder quitting the employ of the company is required to sell his stock to Mr. Hubbard at the price paid for it, the latter agreeing also to pay such price. Any employee is permitted to subscribe for as many shares as he desires at par, and the stock is fully paid up, non-assessable and with no personal liability, and guaranteed to pay 12 per cent dividends annually. In 1903 about one-half the stock was owned by employees, the remainder being held by Mr. Hubbard, officers of the company, superintendents, etc.

2. Attractive surroundings.—There is little in the appearance of the Roycroft establishment to suggest the factory or shop. The half dozen buildings in old English style of architecture, three of them of stone, are situated in the residence portion of the village and surrounded by well-kept lawns, shade-trees and flower beds. To these an orchard and garden on one side and an old-fashioned well and well-sweep add a touch of domesticity. The interior of the book bindery, which occupies the first and second floors of the main building and in which most of the 175 women and girls in the establishment are employed, presents the appearance of a well-appointed library rather than a workshop, with hardwood floors and rugs, antique style of woodwork, handmade Roycroft furniture, fireplaces, curtains and draperies at doors and windows, and pictures and statuary adorning walls and mantels. Occupy-

ing the basement of the same building are the composing and press rooms, where men and boys, of whom there are about 80 in the entire establishment, are the workers. These workrooms are perforce plainer but cleanliness, good light and air and white walls and ceiling are noticeable. The less important furniture and iron working industries, each employing a few men, are located in small separate buildings and present the usual aspect of well-lighted and ventilated carpenter or blacksmith shops.

3. Physical comfort of employees.—Women and girls are supplied with aprons for their work. Well-appointed bathrooms, shower-baths and a recently added Turkish bath are at the service of the employees. In a building known as the Phalanstery is a rest-room tastefully decorated and furnished with easy chairs, books and piano, open to anyone among employees or public. Here also are a large dining-room on the first floor, fully equipped kitchens in the basement and dormitories on the second floor, the building being finished and furnished in the same general style as the bookbindery above described. About sixty of the workers live at the Phalanstery, receiving board in part payment of wages. Meals are served to the other employees at a charge of 15 cents, designed to cover the actual cost only, and on rainy days, when the number is largest, about twenty-five such dine there. Persons not employed in the Roycroft shop are served with meals at a charge of 25 cents. The entire Phalanstery is for the public as well as Roycrofters, especially visitors to the institution, who are there entertained at moderate expense and for whom separate rooms are provided in a recent addition to the building.

The value of physical exercise is constantly emphasized at the Roycroft shop. Fifteen minutes per day, on the company's time, are allowed for exercise, either gymnastics indoors, under the guidance of a physical director employed by the company, or walking or exercise outside for those who prefer, participation in the gymnastics being entirely voluntary. Tramps across country are urged at other times, and are frequently led by Mr. Hubbard or the physical director. For outdoor exercise also there are a croquet ground and handball court on the premises. A ball nine and an annual field day of the employees further encourage physical development. In two rooms of the bookbindery there are

pianos, and these are frequently utilized in recreation hours for dancing.

4. Intellectual, aesthetic and social opportunities.—Except for part of the first floor, which is a studio for those engaged in hand-illumination of books, the central and most beautiful Roycroft building is entirely devoted to these opportunities. In one wing is the "chapel," as it is called, where, as a rule, on Saturday or Sunday evenings, and frequently at other times, concerts, lectures or talks are given for the employees either by some one connected with the institution or often by talent from abroad, including many distinguished persons. Visitors of note who are being entertained at the Phalanstery are often asked to speak in the dining-room after the evening meal, and sometimes Mr. Hubbard himself entertains at that time by the reading of literary selections. The chapel is both audience room and art gallery, the walls being covered with paintings largely the work of the Roycrofters' own artist.

In the round-tower room of the chapel on the first floor is a reading-room and small library of books, many of them the Roycroft product. In the second story are rooms where evening classes are held, all open to employees without expense save that each must purchase his own books. All the instructors are workers in the shop who teach without any extra compensation therefor, and there are classes in modern languages, literature, history, designing, etc., and exercises in debating. Practically all of the workers are enrolled in one or more of these classes. A special feature is made of music, which is in charge of a director from outside the shop, assisted by the wife of the company's vice-president. Instruction in voice or piano is offered the employees free of charge, and those who undertake such study are permitted to take a half hour daily in working time for practise or lessons, for which there are available two pianos in the Phalanstery and another in the chapel, besides the two in the bookbindery. In 1902 over a hundred of the workers were taking music lessons. There are band, glee and mandolin clubs among the Roycroft workers, the company having paid one-half the cost of the band instruments and advanced the money for the other half to be paid back out of the proceeds of concerts.

Clubroom facilities and place for social intercourse abound at the Roycroft shop. The large reception hall in the chapel building is ample for larger gatherings and the Phalanstery rest-room and many of the workrooms are attractive for smaller social meetings. All the buildings are open at all times and the employees are encouraged to make free use of them, as in fact they do. It is the constant aim, in fact, to cultivate the feeling that the Roycroft shop is for the workers, not simply as a work-place where a living may be earned, but as a center for recreation, culture and social intercourse.

GENEVA.

STANDARD OPTICAL COMPANY.

The principal welfare institution connected with the Standard Optical Company's establishment on Lyceum street, in Geneva, Ontario county, in a section far removed from the heart of the city, are lunch rooms for the dinner-pail help—one for women and girls, the other for men employed about the works. These rooms embrace the second floor of a wing of the factory building, separated from the workshop, and each sex has its own entrance. Both have steam warming-pans for heating food and drinks, and toilet and dressing facilities are also provided. The large room, which is 17 x 24 feet in size, has seven windows and is used by men, while the smaller one, having six windows, is occupied by young women during the dinner hour.

As the factory site is on the fringe of the rural district the company has considerable space about the buildings. Some of this land is utilized as a lawn and flower garden for the benefit of the employees.

In 1902 the company voluntarily granted the Saturday half-holiday during July to its employees, with full pay.

GLENS FALLS.

WEIL, HASKELL COMPANY.

Twelve years ago this concern, which manufactures shirts and shirtwaists, provided a lunch room in the basement of its factory for the use of employees, composed mostly of women and girls, 75

per cent of whom take advantage of the privilege. The food is not supplied by the company, but is served by a regular caterer at moderate prices, as the following bill of fare indicates: Soup, 2 cents to 3 cents per bowl; meat stews, 3 cents per portion; pork and beans, 3 cents per dish; hash, 2 cents to 3 cents per plate; bread and butter, 2 cents per slice; potatoes, 2 cents to 3 cents per plate; sandwiches, 2 cents to 3 cents apiece; puddings, 3 cents per portion; pie, 3 cents per cut; cake, 2 cents to 3 cents per piece; coffee or tea, 2 cents per cup; milk, 2 cents per glass.

The establishment started as a firm in 1889, and when it was organized as a company in 1901 it introduced a system of profit-sharing among the heads of several departments, the cashier (a woman), the superintendent of the shirt department, the forewoman of the stitching department, the head cutter, and the first and second assistant machinists becoming stockholders. Their shares vary in amounts from $500 to $2,500, and they hold both common and preferred stock, the annual dividends on which are 7 per cent and 6 per cent, respectively.

Bonuses are paid by the company to operatives whose work is particularly hard or tedious, or when they are engaged on garments the making of which has been unavoidably delayed. There is not any stated compensation for this extra labor, the rates depending altogether on the character of the work.

During the heated term the company gives encouragement to summer outings by endeavoring to have its girl employees take temporary positions at mountain resorts and other places, guaranteeing to retain their positions and sewing-machines for them until they return.

In addition to the regular cloakroom provided for its female help, the company has a special dressing-room for those who desire to change their costumes before and after working hours. This latter is used by the employees of the starching department. These rooms are in charge of an attendant.

At a cost of $350 the company has erected a bicycle shed, which adjoins the factory building. Three hundred racks have been installed in the structure, and these are in constant use by the employees during the period of the year that bicycling is in progress.

The management reports that there was a strike in the factory in April of this year, caused by a demand of the workers in the stitching-room for free machines, free thread, and an increase of wages for those employed at hourly rates of wages. Six hundred employees were directly involved, and 150 others either went out in sympathy or were compelled to cease operations because of lack of employment produced by the controversy. Fnally, the company states, the dispute was declared off and the strikers returned to work.

JAMESTOWN.

JAMESTOWN COTTON MILLS.

The proprietor of the Jamestown Cotton Mills furnishes each week to such of his employees as care to take them, copies of a religious paper. The paper is an undenominational organ published in Cleveland, Ohio, whose regular subscription price is 50 cents per year. Copies of each issue are placed in the passage-way at the entrance of the factory and all who wish are free to help themselves. Out of 60 employees, a number of whom are foreigners unacquainted with the English language, from 18 to 35 each week took the papers in 1903. The practice of furnishing the paper has been in vogue for two or three years.

LESTERSHIRE.

ENDICOTT-JOHNSON COMPANY.

The Endicott-Johnson Company of Lestershire, a suburb of Binghamton, Broome county, maintains a number of features for the benefit of the 2,100 men and women employed in its large shoe factory. Provision for prompt aid in case of the accidental injury of any employee is made in a hospital room in the factory, which is kept always ready for occupancy, and in all accidents the company pays for the first attendance of a physician. In addition to provision for care of the injured special precaution is taken to prevent serious accidents by means of an electrical device in each department so arranged that the touching of a button will at once stop the main engine and all machinery in the factory. Aid to employees in case of sickness, as well as accident,

is a matter of care on the part of the company. No formal system of benefits is maintained, but in each case of sickness the firm makes careful inquiry into the circumstances of the employee who is incapacitated from work and frequently wages are paid during the period of disability. Voluntary expenditures of this sort which the company has been in the habit of making have amounted to between $2,000 and $2,600 a year.

To encourage saving by the employees a savings system is conducted by the company. Any sums the work-people may desire to deposit are received and interest at the rate of 6 per cent per annum is paid on the same. Money may be deposited or withdrawn on the 10th or 25th days of each month. Interest is paid semi-annually in cash and for the full time from date of deposit to withdrawal.

The comfort of the employees in their work is promoted by wardrobes and dressing-rooms for each of the sexes on each floor, the departments of the factory being so arranged that the women occupy the eastern half of the building and the men the western part. On the first floor near the main entrance a lunch counter is provided where lunches are furnished to employees at cost. At noon a "ten-cent dinner" is served here, consisting of a large plate of beans, choice of sandwiches, a piece of pie and either tea, coffee or milk. This lunch counter is much patronized by those of the work-people who live a considerable distance from the factory.

Extensive clubhouse privileges are open to the Endicott-Johnson employees in a combined clubhouse, fire station and municipal building which the company united with the village of Lestershire to build and equip. This building is located opposite the factory, and in it are a gymnasium, bowling alleys, baths, reading and game rooms, and large ballroom, and to all of these the company's employees as well as the citizens of the village have free access.

MINEVILLE, ESSEX COUNTY.

THE WITHERBEE MEMORIAL HALL.

Mineville lies several miles west of Lake Champlain, and is 800 feet above the level of that historic sheet of water. The

iron mines of the Witherbee, Sherman Company and the furnaces of the Port Henry Iron Ore Company are the only industries in the hamlet, these two establishments employing 665 workmen. For the purpose of developing the social life of the miners and other laboring people in the village, the families of the late Silas H. and Jonathan G. Witherbee, in 1893, at a cost of $35,000, erected the Witherbee Memorial Hall to the memory of these two founders of the Witherbee, Sherman Company. This imposing structure, with a frontage of eighty feet, is generally regarded in the neighborhood as a workingmen's clubhouse. Its equipment is all that could be desired, and about 400 persons find enjoyment and instruction in the variety of features that have been instituted within its walls. The basement and first story are built of stone from the mines, and the remainder of the construction is of wood. The building has a large steam-heating plant and is illuminated by electricity. Two rooms in the basement are used as a school. These were originally intended, respectively, for a gymnasium and bowling alleys, but by reason of the crowded condition of the public schools, in which only the intermediate grades are taught, the town authorities have been given the use of the rooms wherein to teach high school branches of study. In this section of the structure there are also bathtubs, shower-baths and a pool and billiard room. On the first floor are an assembly hall, with a seating capacity of 300, a library and reading-room, and a dining-room and kitchen. A community sitting-room, which is occasionally used for club meetings, comprises a part of the second floor, the rest of the space being taken up by lodgings, a guest-room, bathroom and an emergency hospital, which was opened on July 15, this year, with modern facilities—cots, splints, bandages and other appliances, as well as medicines—for immediate aid to men who are wounded in the mines. The hospital was equipped by Mrs. R. C. Black, of Pelham Manor, one of the Witherbee heirs, and through the munificence of Mrs. F. S. Witherbee, who has contributed $250 to begin the dispensary work, its success is practically assured. Immediately after the opening there was an accident in the mines, in which three workmen were injured and taken to the hospital for treatment, one for a period of six weeks. A resident nurse is to be engaged to attend the patients, and she

will also visit among the people and care for the sick in the community. Men who are injured while at work for the Witherbee, Sherman Company receive their pay during disability.

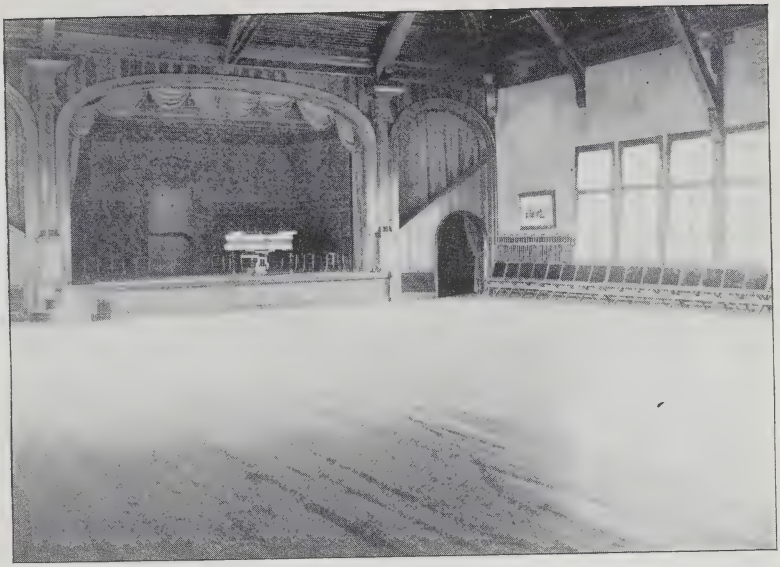
The funds for the support of the institution are contributed mainly by the Memorial Association, which consists of the Witherbee heirs, and it costs about $5,000 annually to maintain it. From the start the several classes and clubs, which have made up the principal part of the schedule, have been conducted with more or less success. In the past there was a kindergarten with a registration of fifty children. Although this was abandoned some time ago, it is expected that it will be reestablished in the near future. Not long since some of the work was planned upon a Young Men's Christian Association's basis for such men as desired it, but the general scope of the program is somewhat larger and broader than that provided by that association. Its direction is in charge of S. M. Fairfield, who was recently appointed superintendent. He is a graduate of Dartmouth College and the Boston Law School, served in the Spanish-American war on the general hospital corps and devoted some years of service among the miners of Arizona. His wide experience of fifteen years in a field similar to that in which he is now engaged is an assurance to the Memorial Association that its undertaking under his guidance will continue to progress in a satisfactory manner. An advisory board has been chosen to meet monthly to consider the plans of work to be done. This board has quite a typical representation, consisting of the superintendent, two members of the local union affiliated with the American Federation of Labor, three men from the Witherbee, Sherman Company, two from the Roman Catholic church and two from the Presbyterian church. Two of these representatives are school teachers, and among the others are the assistant superintendent of the company, a clerk in the office, a boss pitman, an employing carpenter, a blacksmith and the superintendent of the separator connected with the mines.

Special attention is given to the social side of the Hall's outreach. The library is constantly replenished with appropriate books from the New York State Library through its traveling system, and the latest periodicals and newspapers are on file in the reading-room, which accommodates 200 readers a week. The

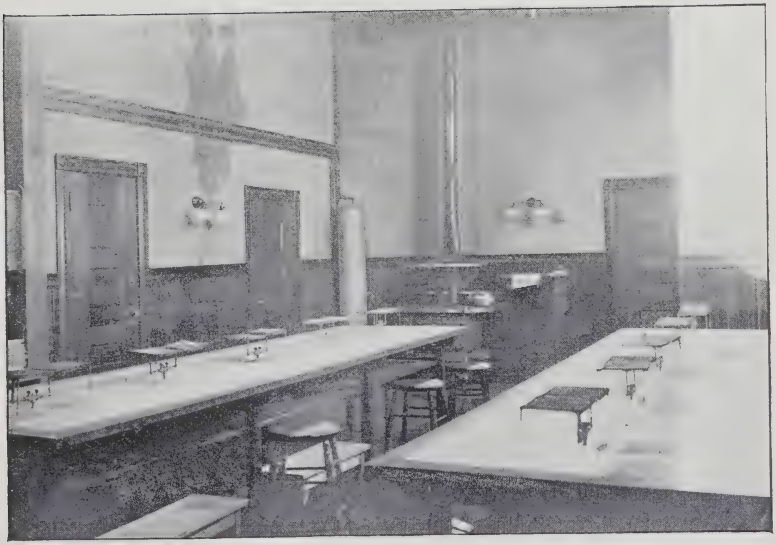
principal attractions center about the assembly hall. Games are held there four afternoons weekly by pupils of the high school. They have basket-ball, tennis and indoor gymnastics. On several evenings the men indulge in games of basket-ball, boxing, etc. Ten entertainments have been arranged by the association for the coming winter months. These will include five illustrated talks by the superintendent and five concerts and miscellaneous entertainments by New York City artists. Tickets for this popular star course are charged for at the rate of $1, and the association contributes $100 toward the expense incurred. A band composed of workingmen has been organized. It has weekly meetings under the leadership of a competent musician, the instruments being furnished gratis by the association. The hall is also rented to outside parties for dancing and other features, and the subordinate branch of the American Federation of Labor holds weekly meetings there. On Labor Day of this year the association gave prizes valued at $50 to the victors in the various athletic contests held at the building. About 100 men enjoy the privileges of the billiard and pool room weekly, a nominal charge per game being made. The baths are used irregularly during the week, but on Saturday, which is the regular bathing day for many of the miners, the rooms are occupied from 2 p. m. to 9 p. m. There are two tubs and three shower baths, with hot and cold water. For a bath five cents is paid, and this includes towels and soap. Club memberships have been formed among the men. By paying twenty five cents per month each member is entitled to baths, stationery, admission for himself and one friend to all monthly socials and entertainments, and to a reduction of one-half upon all games of billiards and pool.

Next spring an athletic field is to be laid out near the building. This winter there will be indoor gymnasium features of trapeze, rings, parallel bars, Indian clubs, boxing gloves, etc., in the assembly hall, open to all men every Saturday night.

On the industrial side, three classes in carpentry for boys from 7 to 14 years of age are now in operation. These classes are limited to thirty pupils, and they meet weekly. The instructor is a practical carpenter, and the boys are taught how to use tools and to make simple objects, such as brackets, shelves, steps, doors,



A Lecture Hall or Assembly Room for the Employees of a New York Factory.



Kitchen for Cooking Classes Supported by Manufacturer.

window-frames, a boat, and framing a miniature house. During the fall and winter there are classes for girls in sewing and cooking.

As there are not any boarding-houses in Mineville, it is proposed to fit up in unoccupied parts of the building six rooms for lodgers. Meals are to be furnished on the club system—each man paying his share of the expense. The rooms will be for the accommodation of office men and for such transients—mining engineers and other experts—as may visit the village occasionally.

While the workmen in and about the mines are organized, wages are not high, but the cost of living is comparatively low. Both companies have erected dwellings for the occupancy of their employees, and a comfortable house with four or five rooms may be rented for $1.75 per month.

NEW YORK CITY, BOROUGH OF BROOKLYN.

AMERICAN KNIT GOODS MANUFACTURING COMPANY.

This large establishment, situated on Wythe avenue from Penn street to Rutledge street, maintains lunch rooms and wardrobes for its employees. A large space on the first floor and basement, in the front, has been given over for this purpose. The women's quarters are on the first floor and measure about 120 x 40 x 15 feet. Opening on the street are a number of windows, which insure light and fresh air. There are twelve long tables with benches. Everything is kept spotlessly clean by two attendants, who are on the pay-roll of the company. These attendants are versed in the art of cookery, but their efforts are centered on coffee and tea making. Two large urns, costing $250, with accessories, such as cups, saucers and spoons, comprise the culinary department. Around this runs a counter with enough room in front to accommodate a small army of girls. Fifteen cents weekly is the only tax placed on the capacity of each individual, and on the payment thereof she may drink as much as she desires. Adjoining the lunch room is the wardrobe. Here there are 350 steel lockers of approved style, with wire doors. The ventilation is perfect and the arrangement orderly. Two girls use a locker. About 700 girls are employed.

The men have a lunch room and wardrobe in the basement similar in all respects to the young women's, but on a smaller scale.

Sometimes the company pays wages to sick employees, but it lies wholly on the merits of the case.

CHESEBROUGH MANUFACTURING COMPANY.

The Chesebrough Manufacturing Company, at Verona and Dwight streets, in 1896 established a lunch room and wardrobe for their female employees. The lunch room covers about 40 x 50 feet of floor space and is about 15 feet high. There are numerous windows on two sides of the room. Conveniently arranged, without crowding, are six long tables with benches. Upwards of 100 workers assemble here at noon to enjoy the dainties that are prepared for them at home.

On the side of the lunch room are 100 lockers. One locker is apportioned to two persons.

The company details a girl to look after the cleanliness of the place.

Wages are paid during illness in some cases, but it is not an established rule. Four or five male employees receive such benefit in the course of a year.

FRAZER TABLET COMPANY.

In April of the current year this concern, at 454-74 Eighteenth street, in conjunction with its employees inaugurated a fund to be disbursed for illness. The company subscribes $100 per year, while the work-people contribute 1½ per cent of their wages. When a member is sick he or she receives full pay for six weeks and half pay for the four following weeks, after which payments cease. About 100 persons, comprising both sexes, belong to the society.

THE ROBERT GRAVES COMPANY.

A beneficiary fund maintained jointly by employers and employees was started in the works of this company, on Third avenue, between Thirty-fourth and Thirty-fifth streets, in 1891. At the beginning there were 150 workmen connected with the association, but since then the membership has diminished, until at present it is 28 out of a total of 350 employees. During the first

seven years the dues were 10 cents per week, while in the last five years the weekly levy has not exceeded 5 cents per member. In the aggregate a fund of $6,500 has been raised, the company contributing $1,500 and the workmen $5,000. Sick, accident and death claims amounting to $4,500 have been met by the association since its formation. Members who become ill are entitled to relief for six weeks in a year.

R. E. LOWE & SONS.

This company, of 421-27 Rodney street, allows its employees to invest in the stock of the concern, guaranteeing the payment of 6 per cent annually in dividends. Only two men have thus far taken advantage of the proffer, and they have invested small amounts.

Three years ago the company set aside a space measuring 17 x 30 feet for a lunch room, which is used exclusively by seventy of its young women employees, who take their luncheons and prepare their tea and coffee on a gas stove supplied by Lowe & Sons.

MILLIKEN BROS.

At an expense of $1,600 the above concern some years ago erected an attractive looking building close to its many shops at the foot of Court and Clinton streets, to be used solely as an eating house. It is of frame construction with clapboards and shingle roof. The appearance is solid, though plain. There are windows on three sides. Inside are thirteen tables, with chairs. At one end, extending the width of the room, the cook holds sway.

The company installed a quick-lunch outfit at a cost of something over $200. The men take their dinner pails but need not depend on their contents. Sandwiches and pie may be bought for 5 cents apiece and coffee for 2½ cents per cup. Two hundred men take advantage of this hospice.

The men conduct a benevolent association entirely independent of the company. This association has an annual outing. It has been the custom of the company, however, to contribute $200 yearly to the success of the undertaking.

Milliken Bros. are at present erecting a plant on Staten Island. On its completion the Brooklyn establishment will be abandoned.

In the new place there will be a number of improvements for the benefit of the employees.

NEW YORK QUININE AND CHEMICAL WORKS.

During the fifteen years that this company has been in business at 99-117 North Eleventh street it has paid $3,000 in wages to employees incapacitated by injuries. About ten work-people come under this benefit yearly, but if an employee be hurt through his own carelessness he does not receive pay while idle. The period for which disabled persons obtain their wages is limited to six weeks. Recently the concern insured its employees against accidents, one-half of the wages being paid by the employers and the other half by the insurance company.

A lunch room measuring 15 x 25 feet and 10 feet in height was established in the works fifteen years ago. It seats some sixty men, who carry their edibles from home.

TUTTLE-BAILEY MANUFACTURING COMPANY.

In April, 1902, a lunch room for workmen was established by this manufacturing concern at Wythe avenue and North Tenth street. The company equipped it with tables, chairs, a stove and culinary utensils. Each of the forty employees who use the room pays $1 per week for six meals, which consist of soup, meat, coffee, etc., a woman being engaged to do the cooking. The plan is self-supporting.

UNITED STATES RATTAN COMPANY.

The president of this company in November, 1900, prepared a section of the establishment at 22 Morton street for the use of the female employees as a lunch and wash room, the dimensions of which are 12 x 20 x 12 feet. He installed tables, chairs and a gas stove. The room is lighted by a large skylight and is well ventilated. It has three wash basins and an enclosure for hats and clothing. The young women take their luncheons from home, warming the food and making tea or coffee in the factory building. Everything about the place is spotlessly clean and kept in good order.

J. H. WILLIAMS & CO.

In 1893 J. H. Williams & Co., manufacturers of drop forgings, in Brooklyn Borough, New York city, established a bathing room

for its employees at one end of the lofty forge shop connected with the works at Hamilton avenue and Richards street. To form this room, which is 50 feet in length, with an average width of 19 feet, a new story was built on the roof. Large skylights, over which shades are drawn on sunny days, insure plenty of light, while perfect ventilation is secured by side lights, which, when opened to their full extent in summer, keep the temperature cool. Eleven shower or rain baths are erected on one side of the room. Each chamber, with a space 3 x 5 feet, is large enough for a workman to move about with ease while enjoying the overhead spray that is connected to pipes conveying hot and cold water. The system is so arranged that the bather is enabled to obtain any temperature he desires. On the wall a soap-rack is fastened. A slight incline in the artificial stone floor causes the waste-water to flow freely to the side of the compartment, where it is carried off by a trough. As not more than five minutes are consumed by a man in thus cleansing his person, quite a number of workers may wash themselves in quick succession at the completion of the day's labor. Three large iron troughs are provided in the washhouse for employees who do not require a regular bath. These are fitted with rows of sprinklers, so that the men may obtain a douche for their heads. Just before luncheon and closing time an attendant fills the tanks with warm water. Rarely does one find in a manufacturing establishment of this character a place where the iron-workers may cleanse their soiled clothing when taken off at the day's end. Such apparel is either carried home to be washed or is hung up in the shop to dry over night. When perspiration-soaked garments undergo the latter treatment they become sour, and are worn in that unpleasant condition day after day. But this company has happily obviated the necessity of its workmen resorting to either alternative described above, by providing in the washroom a large soapstone tub, in which dirty clothing is rinsed and passed through a wringer fastened at the side of the trough. Near by is a drying closet, heated by means of hot-water pipes, and in this the garments are dried, the men putting them on fresh and clean the next day. This feature is highly appreciated, particularly by those who are employed in the forge

shop, where owing to the intensity of the heat they are in a constant state of moisture, which is absorbed by their working clothes. A series of wardrobes for the workmen's street garments line the room opposite the shower-baths. These lockers are enclosed and have hooks and shelves. Since the company installed these facilities, in 1893, it has distributed throughout the works a number of individual ventilated lockers, made of steel, besides placing additional shower-baths at convenient points in the several buildings. In instituting these welfare arrangements the management primarily considered the comfort and health of its employees, but it finds that the venture has been a good investment by reason of the increased returns of work done.

Fitted up in the forge room is a unique fresh-air cooling apparatus that is a boon to the workmen in that department in the hot period of the year. This system has tended to greatly improve the general health and working qualities of the men. A pipe-line, having an outlet over each forge, extends to the roof of the building, where blowers force cool air through the iron tubing and over the bodies of the workers. Before the introduction of this device immeasurable discomfort was experienced by these employees during the summer months, many of them finding it necessary to frequently retire to the outer air in order to overcome the effects of the intense heat. Now they are enabled to work without any interruption in summer.

It is a difficult matter to keep an iron works absolutely clean, yet the sanitary condition of the different workrooms in this factory is as nearly perfect as it is possible to make it, and this fact is especially noticeable in the machine shops, which are light and airy. Dirt is not allowed to accumulate on the floors, which are subjected to frequent scrubbing. Cuspidors, which are furnished to the men by the company, are kept reasonably clean. Each employee also has a small galvanized iron box attached to the wall above his bench, and in this he is obliged to deposit all waste.

Another laudable innovation connected with the establishment is its tool insurance. In its fire insurance policies the company includes a sufficient amount to cover the hand implements

used by its workmen. Some of these tool kits are quite valuable, and to each owner a free policy is issued by the concern to protect him against the loss of his property by fire.

There is a branch of the Brooklyn Public Library in the works, and the men are permitted to borrow books and magazines, which they read at home.

Twice a year prizes aggregating $100 in cash are awarded to employees for best suggestions relative to management, manufacturing or anything pertaining to the business. The first prize is $50, the second $25, the third $15, and the fourth $10. Excellent suggestions are sometimes submitted, and these are adopted by the company.

Vacant land is not plentiful in the section of Brooklyn where the works are located; consequently the officials have never attempted anything pertaining to landscape gardening; but they have caused a number of vines to be planted about the factory, and in the verdant months these creepers spread over the dull, brick exterior of the main buildings, the myraids of fresh, green leaves being a delight to the vision of the employees as well as of pedestrians who pass along the thoroughfares of that grimy district of the borough.

In May, 1897, the corporation united with its work-people in the organization of a mutual aid association, the sole and exclusive object of which is to relieve its members in the case of sickness, disability or death, provided the cause is not intemperance or immoral conduct. There are two grades of membership, the first including employees whose weekly wages are at least $12 and whose dues are twenty cents per week; the second comprising men who earn less than $12 a week and pay ten cents weekly dues, which are collected in full as long as the funds of the association are less than $1,000. After that amount is reached the dues are reduced one-half until the treasury balance falls below $750, when full payment is resumed. The company contributes $5 per week to the benefit society, and also $25 each for a ball and a picnic held by the employees every year for the purpose of adding to the funds of the society. Once a year an arrangement is made with a theatre in the borough by which a part of the house is placed at the disposal of the association,

which sells tickets at regular prices and receives from the theatrical manager a certain percentage from these sales, the money thus acquired being placed in the society's treasury. This plan was inaugurated during the past season, when the proceeds of the theatre party amounted to $155. In case of accident or illness, first-grade members receive $11 weekly and second-grade members $6 per week. Benefits are paid to those who have been connected with the organization six full months, unless they are injured in the works, under which circumstances they may draw relief immediately. Sick members are entitled to benefits for six weeks from the time of reporting illness, but should their disablement extend beyond that time they are paid one-half benefits for not more than twenty additional weeks. Members of the first and second grades cannot draw more than $176 and $96, respectively, in a single year, except in the event of death. Employees who have belonged to the association one year, who are in good standing, and who have not received any benefits, on leaving the employ of the company are refunded one-half of their payments; but if they have drawn from the funds such sum is deducted from one-half of the total amount of dues paid, and the withdrawers receive the balance. Funeral benefits are promptly paid to a person previously designated by a deceased member, or, in default of such designation, to an individual thought proper by the official board of the association. Fifty dollars is paid if the deceased has been a member less than six months, and $100 if he has been associated with the society one-half year or over. When a death occurs a suitable floral piece, costing not to exceed $5, is procured by the association and presented to the relatives or friends of the deceased member by a committee composed of the president of the organization and the delegate of the department to which the departed one belonged. A statement of the business transacted during the six years that the association has been in existence shows that the receipts amounted to $11,567.83, of which sum $9,084.40 was received in dues from the membership, $1,845 in subscriptions from J. H. Williams & Co., $20 from an accident insurance company, $530.86 as proceeds of picnics, balls and theatre party, and $87.57 interest on deposits. The expenditures footed up $10,-

963.98, which was disbursed as follows: Sick and injury benefits, $8,977.22; death benefits, $800; services of physician, $813.25; refunds, $300.31; sundries, $73.20. Balance on hand, $603.85. The society has a regular physician, who is paid $1 per year for each of the 223 members at present in affiliation with the association. He is under agreement to promptly attend sick cases and to report at stated periods the condition of his patients. There is in the employ of the establishment a former drug clerk, in whose charge the management has placed necessary medical and surgical supplies to be applied as a first-aid to employees who may be injured while working. Annually the company encourages a subscription from the employees to a fund that is presented to hospitals that care for its sick or injured workmen, and the amount thus collected is doubled by the concern. This year the donation amounted to $204.

Concerning accident prevention, the company has proceeded beyond the requirements of the factory acts in guarding machinery. For instance, all wheels are covered with heavy wire cloth, so that it is not possible for the clothing or limbs of employees to be caught in gearing; and safeguards, constructed of strong wire screens, are fastened around belting that passes through floors or at other dangerous points in the workshops, hence minimizing the possibility of accident from that source.

A visitor to this factory is impressed with the spirit of contentment that prevails among the employed. Apart from the welfare efforts that have been instituted for the accommodation of the men, it may be said that the labor conditions in the works are equally favorable. The company reports that in March, 1901, it voluntarily reduced the working time of its employees from ten hours to nine hours per day without a corresponding decrease in the wage rates of time hands. Very often, it also states, the pay of wage-earners is raised voluntarily, and in setting a piece rate it endeavors to place the same high enough to enable the craftsman to earn more than he would if engaged at day's work. The management gratifyingly cites the fact that it has never cut the piece rates on any of its products. Daily wages in the works range from $1.50 for unskilled labor to $4.50 for high-grade mechanics.

J. H. Williams, the president of the company, says: "We are sensible of the responsibilities of employers to employees, and have therefore observed some of the conditions of health, safety and comfort, and our aim has been with our employees to establish good-will, good fellowship and friendly spirit; to lighten their labors and show interest in their welfare; to promote interest and cheerfulness by fair treatment; never to interfere with the freedom of individual conduct; never to allow a faithful employee to be discharged; to avoid paternalism or giving with condescension; and above all to express our appreciation through high wages. No labor union exists among our employees. Under present circumstances we do not believe its establishment in our works would be of mutual advantage, although we are not opposed to labor organization in general. We avoid arbitrary rules and adopt as few rules generally as possible. Endeavoring to keep somewhat in personal touch with our employees, and not overlooking the ethical side of our relations, we have enjoyed, for the twenty years since our business started, satisfactory co-operation. As to results in the way of influences upon the men, while we make no pretensions as to welfare work, we believe from our observations that the influence of a single institution of this kind is barely noticeable, but collectively and where other general conditions throughout the factory correspond, and where no spirit of paternalism exists, the results, although indirect, are excellent and the appreciation, although not often openly acknowledged, is apparent. In our own experience we have been more than compensated for any expenditure and trouble from the demonstration that the establishment of one good condition stimulates an interest in, and leads to others."

NEW YORK CITY, BOROUGH OF MANHATTAN.

DAVID S. BROWN & CO.

This firm, which is engaged in the manufacture of soap at Twelfth avenue and West Fifty-first street, has a large dressing-room for its employees. There are 164 ventilated lockers in this apartment. Dressing-room and lockers are kept perfectly clean, and each workman carries a key to his wardrobe. Twenty hooks are inserted in the side walls of the room, so that when the number

of employees exceeds the number of lockers the additional men may find a place to hang their garments.

On February 7, 1888, a mutual benefit fund was created by employers and employed. At present there are 100 members in the association. The dues are 30 cents per month. When a member is sick he receives $6 weekly for twenty weeks. In the event of death a benefit of $75 is paid. Since its inception $7,150 has been turned into the treasury of the organization, $750 of that amount having been contributed by the concern. During the fifteen years' existence of the fund $6,400 has been disbursed toward the relief of employees stricken with illness, but thus far the society has not been called upon to pay funeral benefits

CONSOLIDATED GAS COMPANY.

The Consolidated Gas Company co-operates with its employees in the conduct of a very successful beneficiary fund, which is divided into two classes—a weekly sick benefit and a mortuary benefit. It is entirely optional with the men to belong to either or both of these branches. Membership in the first class costs 50 cents per month and in the second 30 cents monthly, or 80 cents a month for both. The company in its turn contributes 50 cents for every dollar that the workers collect, and it also pays for medical attendance and medicine.

Each member of the sick fund receives $6 per week during illness, this amount being paid for twelve weeks in protracted cases. Upon the demise of a member the mortuary fund pays $300 to the decendent's family or beneficiary.

About 1,600 persons in the employ of the Consolidated Gas Company are members of one or both of these funds. Included in the number are all grades of employees, from the corporation's president to the day laborer.

The company believes that it is conducive to its interests as well as to the welfare of its employees to maintain these funds. The workmen are satisfied with the undertaking, and the company reports that industrial peace has always prevailed in its various plants throughout the city.

MLLE. EUGENIE.

Mlle. Eugenie's establishment is at 11 West Forty-second street, where she is engaged in the production of shirtwaist suits for the custom trade. The workroom, in which thirty-five young women are employed, is in the rear of the building, and it is commodious, sufficiently ventilated, bright and cheerful, abundant natural light penetrating the room through a number of windows at the north and west sides. It is a model of neatness, too, for Mlle. Eugenie has constantly in her employ a maid who keeps all parts of the room—and especially the smooth maple floor—in an immaculate condition. The surroundings are congenial, inspiring contentment among the employees, who remind the visitor of a happy family gathering instead of a bevy of youthful workingwomen.

From the day that Mlle. Eugenie went into business, nearly eight years ago, it has been her chief aim not only to furnish her operatives with pleasant quarters in which to work, but to add zest to their lives by extending to them many attentions of a welfare nature. In all these undertakings she has been eminently successful, this being accentuated by the laudatory remarks one, while passing through her workroom, hears expressed by those who participate in the several features inaugurated for their comfort and pleasure.

Aside from her welfare work Mlle. Eugenie has a sincere regard for the economic condition of her employees, as is attested by the fact that the highest wages in the trade are paid in the establishment, where the nine-hour day also prevails, and overtime work is never exacted nor permitted.

Upon entering the workroom from the office almost the first welfare object observed in a corner nearest the door is a long whitewood table, the surface of which undergoes the scouring process so often that it is always free from blemish. At the noon hour seats are arranged on both sides of the table, which is suitably laid with a cloth and necessary tableware. Tea, milk, bread and butter are served free by the employer. Close at hand is a gas stove, on which the domestic makes the tea and cooks such food as may be required. Luncheon over, it becomes the duty of the maid to clear the table, cleanse the dishes and place the room in perfect order.

Several years ago Mlle. Eugenie put into practice a novel plan that she evolved early in her business career. She desired to develop in her employees the habit of saving money, and in order to carry out her project in a practical manner she resolved to deposit annually in a savings bank the sum of $50 to the credit of each young woman after she has been in her employ for a period of four years. While Mlle. Eugenie does not insist that any part of the amount so deposited shall not be withdrawn, she endeavors by persuasive methods to have each depositor keep her account intact. Thus far seven accounts have been opened, and the sum in the bank now aggregates $716. In addition to this she has presented to another employee $525 without restriction.

Mlle. Eugenie exercises extreme care regarding the health of her employees. In case of sudden illness a first-aid remedy is applied. If the afflicted young woman is too sick to continue at work she is allowed to go home, and during her absence she receives her wages in full. To further promote their physical well-being this sympathetic employer gave her entire force of work-people a long outing at Lake George this summer. She defrayed all traveling and other expenses. During their stay in that salubrious region the employees were cosily housed in a large modern cottage, equipped with a bathroom and other conveniences, besides having the exclusive use of three bathhouses on the shores of the lake. Two boats gave them an opportunity to engage in the delights of a sail on those classic waters, and frequent land journeys were made about the countryside and in the forests, while all sorts of parlor games furnished them with plenty of amusement in the evenings and on inclement days. Those who wished to attend church services on Sunday in a distant village were conveyed there in a steam launch without charge.

Their food was most excellent, the table at all meals being bountifully supplied with the choicest viands of the season, including the products of a neighboring farm.

Mlle. Eugenie is held in high esteem by her employees, who, as a token of this friendly regard, recently presented to her a costly and exquisite china tea set.

HAAS BROS.

A popular mutual benefit society was formed in this merchant tailoring establishment at 25-29 West Thirty-first street in February, 1901. Twelve persons (five men and seven women) became associated with the fund at the start. Interest, however, in its benevolent work grew rapidly until now there is a total membership of 100, equally divided between the two sexes.

Members are classified in three grades. In Class A the weekly dues are 15 cents, sick benefit $7.50 per week, and death benefit $100; in Class B the dues are 10 cents per week, sick benefit $5 weekly, and death benefit $75; in Class C the dues per week are 5 cents, weekly sick benefit $2.50, and $50 for death benefit. The maximum time in a year for which sick relief is granted is thirteen weeks.

Since the formation of the fund the employers have placed $500 therein, while the contributions of the employees have amounted to $3,575, making a total of $4,075. Of that sum $1,500 has been given to sick members, $400 has been expended in death benefits, and $275 has been spent for the services of physicians; leaving a balance of $1,900 in the treasury at the close of September, this year.

THE HAMMOND TYPEWRITER COMPANY.

A four-story-and-basement brick factory building of modern design and equipment stands near the intersection of Exterior street (at the edge of the East river) and East Sixty-ninth street. The front elevation of the structure extends some 150 feet along the latter thoroughfare, while the whole building covers half the block between East Sixty-ninth and East Seventieth streets, the remainder of the property to the last-named street consisting of vacant ground. This model factory is owned and operated by the Hammond Typewriter Company, which also possesses title to the unoccupied land, the entire site being equivalent to twenty-two city lots.

Protection to the health of its employees is the first consideration of the company, and to attain that end hygienic principles are strictly observed by the management in every workroom. The building contains 284 windows, which let plenty of light and sunshine into the various departments, the floors of which are

thoroughly washed every day. The system of heating and ventilating is quite complete. In winter, air drawn from outdoors is heated by passing over steam pipes, then conveyed through tubes and distributed in all parts of the establishment; while during the warmer periods of the year by the same method the fresh air is taken from the outside and circulated in a cool condition on each floor. In the polishing and plating department, which occupies the top story, there is an improved system of carrying particles of emery and metal away from the workmen's mouths. Exhaust fans conduct these minute pieces of matter through pipes to the roof, where they drop back again into a receptacle and are then easily removed from the factory.

Profit-sharing among the employees is the leading welfare work in which the company is engaged. This was inaugurated in a general way in January, 1902, when actual divisions began to be made, although the plan had been working in that direction for more than twenty years. Dividends are declared quarterly, and all workmen who have been in the employ of the concern for at least three months receive a percentage of the profits, they being judged and rewarded according to their (1) punctuality, (2) industry, (3) quantity of work, (4) quality of work, (5) zeal and good will, (6) cleanliness of person, bench, tools, etc., (7) courtesy, (8) sobriety, including temperance and moderation, (9) suggestions of any kind, (10) patience, (11) improvements, which must be valuable and clearly stated in writing, and (12) inventions. In the two years that the plan has been in operation 225 workpeople connected with the establishment have received $20,000 as their share of the profits. As a stimulus to effort this participation in the earnings of the concern stands preeminent, and the employers as well as the employed are the gainers. It was quite noticeable to the writer during a personal visitation to the factory that everybody was as intently employed as if he were at work for himself, it being plainly evident that the workmen were interested in the business because they were obtaining a portion of the profits. In this connection it is pertinent to add that the highest rates of wages are paid to the mechanics and other workers; that 55 hours constitute a week's work, and that the Saturday half-holiday is observed throughout the year.

In the polishing room small closets are provided for the clothing of the metal polishers, buffers and platers, but the other floors of the factory are so clean that inclosed lockers are unnecessary, and in lieu of them hat-and-coat trees, which consist of long poles with arms or hooks fastened near the top, are distributed about the different workplaces. On these the men hang their garments.

Double-section wash sinks, eighteen feet in length, are installed on each floor. Two rows of faucets, twenty in number, are attached to each of these oblong iron drains, thus enabling every employee, at luncheon and closing time, to remove the shop stains from his hands and face with a plentiful supply of clean water.

The plot of ground at the north and west of the factory is partly enclosed and the children of the neighborhood are allowed by the company to use it as a playground, which is often turned into a miniature camp by the little ones. President Hammond is having the land graded preparatory to making a small park of it for the people who live in the vicinity of the works.

Between Exterior street and the factory there is a space 30 x 100 feet surrounded by a high brick wall. This plot has been transformed by the company into a picturesque flower garden, and, though small, it is nevertheless one of the very few beautiful spots that one finds in this quarter of the town near the river's brink, where towering tenements and manufacturing plants predominate and the hum and bustle of industry go on incessantly from morn till eventide of each working day.

A mutual benefit association was organized by the workmen on January 26, 1901, at which time the membership was forty-six. Ninety people are at present affiliated with it. The initiation fee is $4 and the monthly dues are 25 cents. Sick members are entitled to $6 per week for a period not exceeding thirteen weeks in any year; the mortuary benefit is $100, and in the event of the death of a member's wife he receives $50. Receipts since the formation of the society have amounted to $1,900, the company having contributed a part of that sum, and the disbursements have aggregated $1,300.

Mr. James B. Hammond, the president of the company, is deeply concerned with the well-being of the employees, and he frequently mingles with them at their benches. The writer learned of several instances where he had sent to hospitals workmen who had been afflicted with serious ailments, defraying their expenses and paying their wages while they were undergoing medical treatment. While accompanying the scribe through the works Mr. Hammond greeted one of these employees, who had recently returned from a hospital, and inquired about his physical condition. Shaking the president's hand, and thanking him for the benefit he had derived from his gratuity, the man feelingly remarked: "Mr. Hammond, I owe my good health to you." This is but one of many examples that could be mentioned as illustrating the harmonious spirit that exists between the workers and the management.

"Our work is of a very skilled character," says President Hammond. "We have no migratory people in our employ. We must get good workmen and keep them good. We therefore manage to retain them, which we must do in order to maintain our business. They are employed the year around, and we very seldom have occasion to lay off any one. To produce machinery of sufficient accuracy requires not only the most skilful mechanics, but a special training to bring them up to a realization of and to fit them for the execution of their work. Consequently we can not afford to make changes, and if no sentimental reasons existed this necessity would be sufficient to demand profit-sharing and the exercise of other beneficent influences. This is why we have men in our factory who have been with us ten, fifteen and even twenty years."

R. HOE & CO.

For many years a technical school for apprentices has been in successful operation in the works of these widely known manufacturers of printing presses. The school consists of four apartments. Three are fitted up with regulation school desks and drop lights, while the fourth is used as a draughting room. Four hundred youths are at present employed by the firm and 200 of these attend the classes, which are instructed by five teachers. Tuition is free, and practically all books, with the

exception of a few small supplies, are furnished to the boys without cost. During eight months in the year there are sessions five evenings a week, each session lasting one hour and forty minutes.

Apprentices enter the employ of the firm when they are 16 years of age. Each boy and his parents are required to sign an indenture agreement that he will remain in the service of the concern for five years. Most of the boys are taught the machinist trade, while some learn blacksmithing, carpentry, pattern making and molding, all receiving wages for their services. Their training is extremely careful. There are twenty-six departments in the factory, and as soon as an apprentice becomes proficient in one division of a trade he is promoted to another department, until he passes through the various stages of his chosen occupation. He is obliged to spend four years in the technical school, where he is taught the theory of his daily work. For that purpose he begins at the bottom, and if he be not well-grounded in English and arithmetic he commences with those studies. Admission to the school is in a way competitive, depending upon the lad's aptitude in the shop. The curriculum consists of arithmetic, English, writing, rudimentary geometry, simple principles of mechanics, and, latterly, he is instructed in drawing, so that upon the completion of the course he is a finished draughtsman, then being enabled to make a free-hand sketch of complicated parts of machinery, from which he is capable of preparing a working drawing.

The boys cease their labors in the workshops at 5 o'clock p. m., when they proceed to the lunch room, where a light luncheon of coffee or milk and sandwiches is served gratis to them by the firm. At 5:20 o'clock they go to the classrooms, remaining there until 7 o'clock.

The deepest interest is manifested by the firm in the boys and in the school, and it is considered that the results of the enterprise have been perfectly satisfactory.

INTERBOROUGH RAPID TRANSIT COMPANY'S POWER-HOUSE.

Doubtless the largest power-house in the world is the one located at East Seventy-fourth street and the East river. It is the property of the Interborough Rapid Transit Company and

was erected two years ago. The electricity generated therein propels the cars on the elevated railroad system in the Boroughs of Manhattan and the Bronx, and 270 men are employed to operate the plant. For their accommodation and comfort the company has already provided several important welfare features, and it intends to gradually enlarge its work in this respect.

A large number of expanded metal lockers are arranged in rows in the basement. These extend over a space of 200 feet. Many of these receptacles for clothing are also placed in the boiler-room. They are likewise installed in other portions of the immense building as near to the men's work as possible. Although the employment is divided into three shifts, every employee has a locker, and when he is away from the works his wardrobe remains vacant, no other workman being permitted to use it during his absence.

Bathing facilities are quite ample. There are not only shower-baths, with hot and cold water, wash-troughs and even buckets established in convenient places where the workers may cleanse themselves after the day's toil, but the company is now engaged in setting in position at several points about the building small individual wash-sinks. These are made of galvanized iron and are 18 inches long, 12 inches wide and seven inches deep. Hot or cold running water is always at command, and this unique arrangement meets with general approval.

A great majority of the workmen also have dressing-rooms.

The management is of the opinion that the maintenance of the welfare institutions above described has been the means of securing and retaining competent, reliable help.

INTERURBAN STREET RAILWAY COMPANY.
(Lessee Metropolitan Street Railway System).

A very successful beneficial and social organization was in 1896 perfected by President H. H. Vreeland and a few hundred employees of the Metropolitan Street Railway System, whose lines penetrate the principal points of Manhattan island.

At the close of the first year the membership had reached 2,263. Thereafter the number on the rolls of the association steadily increased, and in September of the current year there were 4,644 persons affiliated with it.

The company has provided and furnished spacious quarters for the accommodation of the men who belong to the association. These rooms, which are in an upper story of the large brick car-house at Seventh avenue and West Fiftieth street, consist of an assembly hall, where monthly entertainments are held in winter, a library and reading-room, and a poolroom, in which there are seven pool tables. At the time the association was formed the company pledged itself to supply light, heat and all the material features necessary for a club organization, besides assuming the expense of administration, including the salaries of a secretary (upon whom devolves the important duty of directing the daily work of the association), a librarian and a janitor.

The extent of the appreciation by the men of the club facilities may be judged when it is cited that the rooms are filled every night in the week, and even in the daytime many conductors and motormen may be seen enjoying themselves in the pool and reading rooms. But the circulating library is especially popular with the families of the work-people, and in the homes the use of the books, which embrace a high grade of literature, is extensive. The library was presented to the association by large stockholders of the company, it being the president's desire that the catalogues should go into the house of every employee with a family, so that the books could be read by the wives, daughters and sons of the workmen. The president went still farther. He informed the men that if they had children who were seeking a technical education, and it was necessary to have special textbooks or works of reference, they were at liberty to make application for the volumes to the librarian, who would purchase and place them in the library, in which there are at present 1,500 books, besides current magazines and papers.

The objects of the association are (1) to collect and disseminate knowledge of the construction and maintenance of street railroads and their equipment; (2) to promote good fellowship among the employees; (3) to aid its members while they are disabled by reason of sickness or injuries, and at their death to contribute aid to their designated beneficiaries, provided such injuries, sickness or death be not due to intemperance or immoral conduct.

To members who are unable to labor owing to accident or sickness, benefits are paid at the rate of $1 per day after the first seven days and for a period not exceeding ninety days during any one year. In the event of the death of a member $300 is paid to the person designated by him to receive the same, or if there be no such person, then to his executors or administrators. In case of disability through sickness or accident, application for relief is made by the afflicted member to his division superintendent or department foreman, who endorses the application and promptly forwards it to the secretary, the latter in turn detailing the medical examiner to make a physical examination. Payments begin immediately after the filing of the physician's favorable report to the secretary. Medical attendance is gratis, and in St. Vincent's Hospital there is a free bed, the gift of President Vreeland, for the use of members. The $300 life insurance is paid within thirty days after the secretary has been furnished with proof of death.

The funds of the association are derived from dues, which are 50 cents per month, initiation fees, entertainments and the income from $15,000 invested in properties operated by the company. Up to September 19, 1903, the aggregate receipts from dues and initiation fees have amounted to $131,701.99, and from entertainments and interest $36,638.31—a total of $170,340.30. The association has paid out altogether $111,280.50 in sick and death claims.

A general meeting is held yearly in October, principally for the election of officers and the reception of official reports. The president and the treasurer of the company occupy similar positions in the association. The management of the business details, however, is vested in a board of trustees, consisting of a chairman and six members, three of whom are appointed by the president of the association, one each from the operating, engineering and master mechanic's departments, and the other three are elected by a majority vote at the annual meeting. The board, which convenes monthly, is in the main officered by the men themselves, the single exception being the chairmanship, which the rules of the association require shall be held by the latter's president.

Any employee at least 21 and not more than 45 years of age, who shall have been in the employ of the company not less than

three months, is eligible to membership upon the payment of $1 initiation fee, 50 cents dues in advance, and the approval as to his physical condition by an authorized medical examiner of the association.

Deep interest in the work of the association was manifested at the outset by the men who administer the fiscal affairs of the company. That interest has been sustained ever since, and this, together with the additional fact that the members thoroughly understand that there is not any charity connected with the association, accounts for the remarkable success that it has attained. President Vreeland, who had twenty-seven years of active experience in both steam and street railroading, having been a member and an officer of the Brotherhood of Railroad Trainmen and the Order of Railway Conductors, gives his personal attention to this welfare effort. The plan that he has molded has been fruitful of excellent results, and his relations with the whole force of employees are most cordial. He and other officials of the company frequently attend and address the social gatherings of the organization, while quite often the technical men in the service of the road give illustrated talks at the clubroom on important matters pertaining to the traction business. In truth, it not infrequently happens that motormen, conductors, engineers and machinists fraternize in the assembly hall with officers of the company, the superintendent of transportation, or the heads of the electrical and mechanical departments. As a consequence of this amicable feeling there is absolutely no antipathy on the part of the employees to this method of promoting their well-being.

On July 1, 1902, the company created a pension department, the regulations of which require (1) that all employees who shall have attained the age of 70 years, and also such employees from 65 to 69 years of age as shall have been at least twenty-five years in the service of the company, and shall have become physically disqualified from continuing such service, shall be retired; (2) to make payments to such employees of such pension allowances as may be authorized from time to time by the pension board, which is appointed annually by the president of the company. This board is authorized, subject to the approval of the corporation's president, to make and enforce rules and regulations for

the care and protection of the department; to determine the eligibility of employees to receive pension allowances; to fix the amounts of such allowances, and to prescribe the conditions under which they may be paid and revoked.

An employee whose maximum wages have exceeded $1,200 per annum for a period of more than five years is not eligible for retirement.

Employees who entered the service of the company after July 1, 1902, are not allowed a pension allowance unless they shall have joined the Metropolitan Street Railway Association within five years from the time of their employment, nor unless their membership in that association shall have been continuous thereafter up to the time of retirement.

Employees who were at work on July 1, 1902, and who were on that date affiliated with the association, or who became members on or before July 1, 1903, and whose connection with it shall be continuous until retirement are entitled to pensions.

Persons 45 years of age in the company's employ on July 1, 1902, and who were not then members of the association are eligible for pensions in the event that they shall have served the company continuously for the period required.

Pension allowances are fixed upon the following basis:

(1) If service in the company's employment shall have been continuous for thirty-five years or more, 40 per cent of the annual average wages for the ten years previous to retirement; (2) for thirty and less than thirty-five years, 30 per cent; (3) for twenty-five and less than thirty years, 25 per cent; (4) the same basis of payment to apply to those employees between the ages of 65 and 69 years who are retired at the direction of the pension board.

Whenever it may be found that the granting of pension allowances on the foregoing basis shall create total demands in excess of $50,000 per annum, the sum fixed by the president of the company as the aggregate amount which may be expended in any one year, the company reserves the right to rearrange all pensions on a new basis so as to bring the total annual disbursements therefor within $50,000. Service is reckoned from the date of entry to the time when relieved, deduction of the actual time out of

the employment of the company being then made. In the event of a resigned or discharged employee being reengaged, his service is computed from the date on which he was last employed. Pensions are paid monthly, terminating with the date of death. Assignment of pensions is not permitted.

The company stipulates that its action in establishing a pension system shall not be held as giving any officer, agent or employee a right to be retained in its service or any legal right or claim to a pension allowance. It also reserves the right and privilege to discharge an officer, agent or employee when the interests of the company, in its judgment, may require such dismissal, without liability for any claim for pension.

A number of pensioners are already on the monthly pay-rolls of the pension department. Some of these men were placed thereon when the system was first inaugurated. They had been employed on horsecar branches of the company, but when the motive power was changed to electricity they were unable to adapt themselves to the new conditions, and having been in the service of the road long enough to entitle them to pensions, they became recipients of the fund when it was instituted.

In the crowded streets of the great city skill and care are essential in the operation of an electric car. Motorman and conductor alike must be alert and progressive, and the management of the Metropolitan system considers that each of these employees has a standing that is gained by his work, that his retention lies entirely in his own hands, and that no one but himself can encompass his discharge. This policy of the company, therefore, insures to those who faithfully discharge their duties a term of employment of sufficient duration to entitle them to draw pensions.

ROHE BROS.

A space 20 x 35 feet of the storage department in the provision establishment of this firm at 531 West Thirty-sixth street consists of a wardrobe and lunch room combined. This room is pleasantly located, and it is light, clean and well ventilated, so that employees who therein partake of the refreshments brought from home or purchased at neighboring restaurants find it a restful place in which to sojourn during the noon hour.

A sick and death benefit society was organized by the firm and its workmen in 1890. The membership, which was 112 at the time it was started, has risen to 160—the number at present on the rolls. In the thirteen years that the association has been in existence $10,500 has been received from three sources by its several treasurers—the workmen having paid in dues $6,500, the firm $3,000 and the late Mrs. Rohe having bequeathed to it this year the sum of $1,000. Altogether $8,900 has been expended in benefits, and of that amount $6,500 went to sick employees, $400 for medical attendance, and $2,000 to relatives of deceased members. Monthly dues are 40 cents, and when a member is too ill to work he is entitled to draw relief from the treasury for the entire period of his disability, receiving $5 weekly for the first thirteen weeks, $2.50 per week for the succeeding thirteen weeks, and $1 a week during the remainder of his sickness.

Within the past year $700 was paid out in sick benefits, $500 in death benefits and $160 for medical attendance. Eighteen beneficiaries shared in the relief paid in 1903.

WESTERN ELECTRIC COMPANY.

The immense structure at the corner of West and Bethune streets contains the plant of the Western Electric Company. Every known device for promoting the health and safety of the employees is in use in the establishment. All the factory statutes of the State, including the Weekly Payment Law, are cheerfully complied with, and furthermore there is not a minor under 17 years of age employed in any of the numerous workshops.

Five thousand people are engaged in the various manufacturing departments, and while the company does not insure any of these employees against accidents, yet during disablement it allows one-half wages to those whose injuries are not caused by gross carelessness. It also pays all hospital and doctors' bills.

Lockers, made of sheet metal and kept in a clean condition, are provided for the whole force of employees. Four women or girls share a locker, and one is apportioned to every two men. The work-people who desire locks and keys are permitted to obtain them at their own expense.

The workmen have adequate bathing facilities, but a most noticeable welfare feature is an especially equipped washroom for the female help. This room contains stationary marble wash-stands with eighty individual enamel basins, which are in excellent condition and are used by about 500 young women, to whom soap is furnished free of charge by the company.

Owing to a lack of space there is not any regular lunch room for the employees, but the company provides its young women employees with urns in which they brew their tea or coffee at mid-day. The men purchase coffee at ten cents per quart from an individual who is not connected with the concern.

An ammonia appliance installed in the basement of the works supplies cold drinking-water to the employees on every floor.

MISCELLANEOUS INSTITUTIONS.

TIFFANY & CO.

A beneficiary fund is carried on by the men employed by this corporation, which from time to time makes contributions to the treasury of the society. Occasionally the company relieves an old employee of his duties, but not of his income, this pension being his reward for faithful services in the past.

By special arrangement with the New York hospital, employees are treated for ailments in that institution, the company defraying the entire expense.

There is a bathroom connected with the establishment, and this may be used by the employees at any time upon application to the management.

Wardrobes furnish other comforts. In these there are hooks for garments and hats.

BERLIN & JONES ENVELOPE COMPANY.

Wardrobes for men in the employ of this company at 547 West Forty-seventh street consist of three closets fitted with the requisite number of hooks for clothing.

In 1901 forty of the workmen united with the company in forming a sick-benefit association. This year the membership is fifty, twenty of whom are young women employees. The latter pay 5 cents a week in dues, while the levy on the opposite sex is

10 cents weekly. Sick benefits are paid for five weeks, the men receiving $5 a week and the women $2.50, and death benefits are $50 and $25, respectively. Thus far $100 has been expended in sick benefits. The total sum paid into the treasury has amounted to $300. The company makes a semiannual donation to the fund.

THE NEW YORK EDISON COMPANY.

Although protected against accidents by an insurance policy, the New York Edison Company, whose power-houses are in different parts of the city, pays full wages to injured employees during disability, irrespective of the decision of the insurance company. Wages paid to victims of accidents in all stations of the corporation amount to $10,000 per year, and this sum has been the annual average for a duration of ten years.

As a reward for diligent service the engineers, firemen and oilers in the various stations are every year granted a vacation ranging from three to ten days, according to the length of employment. While they are thus absent from work they receive their wages in full.

CARL H. SCHULTZ (INCORPORATED).

The keen interest manifested by this corporation in the welfare of the men employed in its mineral water bottling works, at 430-44 First avenue, is clearly demonstrated by the fact that since the mutual benefit society was instituted in the factory on February 5, 1896, the company has subscribed $5,000 to the fund, which has reached the total sum of $8,250, the men contributing $2,400, and $850 being derived from other sources. A weekly benefit of $5 is paid to a sick member for not more than thirteen weeks in a year. The amount thus expended has footed up $2,694 in seven years, while during the same period $900 was disbursed in death benefits. When the association was founded it had 98 members. At present there are 105 employees on the roster.

CASSIDY & SON MANUFACTURING COMPANY.

On each of the four floors occupied by Cassidy & Son Manufacturing Company, makers of gas and electric fixtures, at 124 West Twenty-fourth street, there are fifteen lockers for the use of employees.

When a workman is temporarily embarrassed financially the company lends him a sufficient sum of money to meet his obligations. Interest is not charged on these loans, but the borrower when he is able to do so, is required to return the amount in weekly installments of $1 until the debt is canceled.

Recently the working time of the 185 metal workers employed in the factory was reduced from ten to nine hours per day without a corresponding decrease in wage rates.

CATOIR SILK COMPANY.

It is the custom of the Catoir Silk Company to pay wages to injured employees during the entire period of disablement. This was inaugurated in 1888, and since then three cases have been promptly benefited by the rule. The amount thus disbursed has been about $300. Five years have elapsed, however, since an accident occurred. Those taken sick and needing pecuniary assistance are advanced money, to be paid on easy installments upon resuming work. Only employees of a year or more are given this opportunity.

Labor conditions are entirely peaceful. It is reported by the company that there never has been a strike in its factory, which is at 212-32 West Twenty-sixth street.

JONAS & NAUMBURG.

When disabled by accident the employees of Jonas & Naumburg, preparers of hatters' fur at 516-28 West Thirty-fifth street, receive their wages without interruption. This has been the uniform practice for the past twelve years. Going even further than this the firm remunerates foremen and heads of departments while sick or during non-operation.

In the building are two dressing-rooms, measuring 25 x 12 feet and 15 x 12 feet, respectively. These are for the 210 workmen employed and they are exceptionally well lighted and ventilated. On the walls are many hooks and racks, where clothing may be hung. There are also dressing-rooms for the 55 young women.

HENRY MAILLARD.

There are four dressing-rooms for men in this factory, at 116 West Twenty-fifth street. Each of these contains forty hooks

for clothing. The rooms are lighted by electricity, and they are clean and properly ventilated. Eight lockers have been installed for the use of foremen.

The women and girls employed in the various workrooms also have dressing-rooms, as well as a lunch room, which is 10 x 25 feet in size. While the firm does not supply either food or drinks, apparatus and utensils for the preparation of coffee and tea by employees are always ready for use on the premises, at the expense of the concern.

I. BLANCHARD & CO.

The male employees in this establishment, at 268 and 270 Canal street, have small closets wherein they hang their clothes during working hours.

Sometime ago the management made an effort to interest the workpeople in a profit-sharing plan. It was suggested that the company retain a portion of the weekly earnings of each employee desiring to accept the proposition until a sufficient sum was realized to subscribe for a share of treasury preferred stock in the company. The plan, however, did not meet with general favor, only two or three of the 117 workpeople taking advantage of the offer.

BLANCHARD & PRICE.

Wardrobes and dressing-rooms are an important part of the welfare equipment in the establishment of this firm at 142 Fifth avenue. There is a clothing locker for each of the 100 employees, 60 of whom are young women. In the washroom there are separate basins for each sex, and soap and towels are supplied by the employers without charge.

Summer outings are encouraged by the firm, and this feature is particularly pleasing to 20 young women and 6 men, who receive their salaries in full while on vacation.

WURZBURGER & HECHT.

The dressing-rooms of the male and female employees of this firm at 142 Fifth avenue contain a number of individual lockers for clothing.

A kitchen, 8 x 15 feet in size, is equipped with two small tables, two gas stoves and several shelves for dishes, but there is not any regular dining or lunch room connected with the establishment. Employees who eat at noon in the building are enabled to prepare their food and drinks on the premises, the firm paying the expense incurred for gas.

CHARLES E. BENTLEY COMPANY.

One hundred persons, two-thirds of whom are young women, comprise the working force of this company, at 583-87 Broadway. Coffee and tea at luncheon are obtained without cost, the concern supplying these liquid refreshments to such employees as may desire them.

Another source of comfort to the workers is in the shape of a sick benefit, this welfare feature being extended to employees who have been in the service of the company two or more years.

KNOTH BROS.

There are 102 women and girls employed by this firm in its establishment at 122 and 124 Fifth avenue. Tea and sugar are furnished to them free by the concern at luncheon daily. Every year at Christmas time the firm distributes gifts among its employees. Last year these presents amounted to $800. Dressing-rooms are also set apart for the use of the operatives.

A. SULKA.

For the past five years this manufacturer of shirts at 34 and 36 West Thirty-fourth street has been furnishing gratis to his forty operatives tea, cream and sugar at lunch time, at a yearly expense of $240. Mr. Sulka pays the wages of week workers when they are sick. An average of fifteen workmen and seven young women shirtmakers are recipients throughout the year of this benefit, which has amounted to $300 annually during the past five years.

HARTFORD CARPET CORPORATION.

A sick, accident and death benefit society was organized by this corporation and its employees in 1873. Then there were 600 males and 900 females on the association's rolls. The present member-

ship is 1,200, 400 workingmen and 800 workingwomen. A complete record of the financial affairs of the society since its inception is not obtainable, but during the past year $1,000 was paid to sick employees and $300 to those who had been injured at the works, which are located at 609 West Forty-third street.

VOLKMANN, STOLLWERCK & CO.

Volkmann, Stollwerck & Co., at 5 Worth street, strongly advocate vacations for the people in their employ. Annually since 1890 every one who has been in their service for one year or more is told to take a rest for a week with pay; but they in turn receive an equivalent, as freshened faces and buoyant spirits greet the members of the firm at the expiration of these summer holidays, when the employees return to their daily routine with renewed vigor.

VELUTINA BIAS COMPANY.

In all cases female employees are paid their full wages when injured in this factory, which is at 93 and 95 Prince street. The average yearly expenditure for this purpose is $50. A lunch room, with four tables, is provided for the young women in one corner of the loft. Here they partake of the food purchased in the vicinity of the establishment or carried from their homes.

GEORGE F. DROSTE.

To encourage cleanliness, as well as to preserve the health of the workmen in his large bakery at 332 East Seventy-fifth street, George F. Droste has installed two shower-baths, which the bakers fully appreciate. The employees are also accorded the privilege of eating their luncheons in a room fitted up by the proprietor expressly for their accommodation and comfort.

G. SIDENBERG & CO.

Forty years ago this firm, whose place of business is at 477 and 479 Broadway, in conjunction with its employees founded a sick-relief fund through the sale of tickets for a picnic. This cooperative society was discontinued in 1886, but the concern still has $1,000 belonging to the fund, which is devoted only to the use of those work-people employed prior to 1886 who may be in need of pecuniary assistance.

BALLIN & BERNHEIMER.

At a monetary cost of $1,000 per year the firm of Ballin & Bernheimer, of 515 and 517 Broadway, dispense good health to their week-workers in the form of vacations, varying from one to two weeks each year. This welfare plan was commenced ten years ago.

O. H. HART COMPANY.

This company, whose factory is at 550-56 West Fifty-seventh street, has made it a rule since 1879 to pay the wages, during the whole period of disablement, of employees who are injured while at work. The aggregate amount expended for this purpose in the past twenty-three years was $4,800.

JACQUES KAHN.

A benevolent society was inaugurated in this establishment, which is at 27-31 Bleecker street, in February, 1899. It has already paid out $850 and has $700 in bank. Members pay dues at the rate of 50 cents per month and draw $6 weekly when sick. The rules of the association also provide for the payment of $50 to the family of a deceased member. The house contributes $200 annually toward the fund.

SIEDE'S.

Wardrobes, dressing-rooms and lunch rooms are combined in this ladies' tailoring establishment at 42 West Thirty-fourth street. The room contains a long table and benches and fifty hooks, on which the young women employees hang their wraps and hats. While these operatives furnish their own food and drinks they are at liberty to make tea or coffee on the premises without charge for the fuel consumed.

JOHN RUSYIT FUR COMPANY.

Old employees of the John Rusyit Fur Company, 69-73 East Eleventh street, receive their pay while sick.

At one time there was a savings bank for those who wished to use it. This, however, is being gradually retired, and no new accounts are opened, but six persons still have money on deposit,

Restaurant Maintained by a Manufacturer.

Dining Room in Same Restaurant Building.

A. STEINHARDT & CO.

Four years ago the employees of this concern, at 452 Broadway, had an outing. The financial part of the affair was managed through cooperative effort, the work-people contributing $100 and the firm added another $100. The outing was so successful that it is repeated annually. Last season the firm assumed the entire expense.

Lunch Rooms.

Frank & Lambert.—A clean, light and well-ventilated lunch room is connected with this establishment at 47 and 49 Green street. There are three tables of sufficient size to seat the fifty young women in the firm's employ. Tea and coffee are provided at 1 cent per cup.

Paul Gumbinner & Co., whose factory is at 455 and 457 Broadway, furnish tea free of charge to 100 female employees at their noonday luncheon. This welfare feature has been in operation for a period covering thirty years.

A. & L. Metzger.—Tea and coffee are served to each of the eighty-seven young women employed in the workrooms of this firm, at 478-82 Broadway, at the small cost of 10 cents per week.

Joseph A. Morris & Co.—A number of lunch tables, which are used by the 106 female employees of this firm at 580 and 582 Broadway, are supplied by the concern, which also furnishes hot water for tea and coffee.

H. Schwed & Co., manufacturers of white goods at 584 and 586 Broadway, have provided a lunch room for their 110 young women operatives. In addition to this accommodation the firm supplies them with tea and coffee at a charge of 10 cents each per week.

Siegel Bros.—There are twenty tables in the lunch room set apart by this firm at 65 and 67 Wooster street for the accommodation of 200 female employees, to whom tea and coffee, prepared on the premises, are supplied at a cost of 3 cents per can, containing about two cups.

Silberberg Bros.—The lunch room in this establishment at 61 and 63 Wooster street contains thirty-two tables, which are used by 200 workingwomen employed by the firm, by whom a woman is engaged to make tea and coffee, for which the employees are charged 2 cents per cup.

Francis Smith & Co.—In this establishment, which is at 29 West Thirty-third street, there is a neat, well-lighted and ventilated lunch room, 10x12 feet in size. It is used by forty female employees, who furnish their own luncheons, but the firm pays a woman to keep the room clean and to prepare tea, coffee, etc., for the help.

The Stewart-Howe & May Company manufactures bindings at 297-303 Mercer street, and employs 325 young women, for whom a large and well-ventilated lunch room is provided. In this room there are eighteen tables, at each of which twelve persons may sit comfortably. Tea and coffee are furnished at 2 cents per cup and milk at 2 cents a glass.

Wightman & Co.—During the past twelve years this firm, which manufactures misses' and children's cloaks and suits at 21 and 23 Waverly place, has expended $250 annually for tea, preparing and serving it free to 165 of its young workingwomen at the noon hour in a large, clean and well-aired lunch room, in which there are ten tables. These employes, who carry their food from home, are accommodated in two shifts—one from 12 to 12:30 o'clock, and the other from 12:30 to 1 o'clock.

Establishments that Have Introduced Wardrobes and Lockers.

Praiseworthy conveniences in the following establishments are wardrobes and lockers for the workers. It is possible where these prevail for a grimy toiler to change his working clothes at quitting time; a refreshing dip in a tub or basin of water relieves him of the day's accumulation of dirt, and the locker provides the clean, well-aired apparel. All this may be accomplished in the seclusion of the wardrobe:

Conley Foil Company, 521-41 West Twenty-fifth street.

L. A. Cushman, 856 Amsterdam avenue.

Fest Biscuit Company, 445 West Forty-fifth street.

H. & H. Manufacturing Company, 554-62 West Twenty-fifth street.

New York Bread Company, Eleventh avenue and West Thirty-eighth street.

New York Couch Bed Company, 534 West Thirtieth street.

New York Telephone Company, 350 West Seventeenth street.

NEW YORK CITY, BOROUGHS OF MANHATTAN AND QUEENS.

STEINWAY & SONS.

In 1891 Steinway & Sons erected near their piano factory in Steinway (which is now a part of the Borough of Queens) a large two-story building for the exclusive purpose of a free kindergarten and circulating library. The library, however, is not any more under the control of the company, having been presented by it to the town of Steinway, by which is was enlarged. Before 1897 the kindergarten was supported entirely by Steinway & Sons, but since that year the Astoria Silk Works Company has paid one-half of the running expenses, the total annual cost of its maintenance being about $700. The children of fifty families, the heads of which are employed by the two concerns, attend the kindergarten, and the average daily attendance is sixty-five. The ages of these little ones range from 3½ years to 7 years. While the children of the workmen of the two companies have the preference so far as entrance to the kindergarten is concerned, the offspring of non-employees are also admitted free of charge when room will permit.

There are two mutual benefit funds connected with the establishments of Steinway & Sons in Manhattan and Queens Boroughs. The first was organized in April, 1864, with a capital of $3,000. But the larger and more popular society was formed in 1883. The company contributes $1,000 per year to these organizations, which have a membership of 850. It also makes provision for six hospital beds for its employees, donating $1,200 annually for that purpose. The workmen also voluntarily contribute toward the maintenance of these beds. When accidents occur in the factories the injured men are paid their full wages by the company during the period of disablement, in addition to the sum they receive from the benefit funds. The corporation engages the services of a physician when occasion requires and compensates him for attending sick or injured workmen.

Every factory employee of Steinway & Sons may become a member of the mutual relief fund that was instituted in 1883, provided he is over 18 years of age, and any person who does not become a member after working three months in either factory

can not be accepted. The initiation fee is $1. Dues are 15 cents per month. A member is entitled to relief after six weeks have elapsed from the day of paying his initiation fee. A sick member is required to notify the secretary immediately, accompanying the notification with a certificate from a regular physician. Workmen upon discontinuing their employment with Steinway & Sons cease to be members of the association. To such withdrawing members 70 per cent of the dues paid by them are returned on application, provided they have not been remunerated because of sickness. When a member is afflicted with illness and is unable to leave his home he draws a weekly benefit, the amount being increased or reduced according to the condition of the relief fund. A member is prohibited from obtaining relief money for more than thirteen weeks in a year.

The constitution of the society provides that it can not be dissolved as long as the company of Steinway & Sons is in existence in New York city.

NEW YORK CITY, BOROUGH OF QUEENS.

ASTORIA VENEER MILLS.

The plant of this concern is at Riker avenue and Blackwell street in what was Long Island City previous to the merging of the several localities into the Greater New York. Although the company insures its employees in a regular accident insurance company, it has for the past twenty-seven years paid full wages to workmen while they were idle on account of injuries sustained in the works. During last year there were twelve accidents in the mill, one of which eventually proved fatal, and in this instance the concern spent $800 for medical attendance, nurse's salary, burial expenses, and a donation to the widow of the workman whose death resulted from the injuries received. The amount thus disbursed was apart from the claim against the accident insurance company.

NEPTUNE METER COMPANY.

A combined wardrobe and lunch room, occupying a space 40 x 40 feet, is placed at the disposal of 160 men employed in

the works of this company at 192 and 194 Jackson avenue, Long Island City. In the room there are three large tables, with benches, seating about fifty persons, and 113 wire lockers. The place is light and well-aired and is kept in a perfectly clean condition.

NIAGARA FALLS.

THE NATURAL FOOD COMPANY.

In endeavoring to make its Niagara Falls factory (built in 1901) a model plant for manufacturing purposes, the Natural Food Company has included a number of features which promote the welfare of its work-people. Not the least of these is a building so constructed as to furnish the maximum of light and pure air. From foundation to roof the walls of all five stories are so completely given up to windows, with only the necessary framework between, that the appearance of the structure really suggests a "conservatory," as it is styled by the firm. Increasing the effectiveness of this construction for lighting purposes is the finish of the interior throughout in white cement and enamel. All artificial light is furnished by electricity. Ventilation and heating are by the double-fan system, which forces fresh air, either cold or heated, according to need, throughout the building and changes the entire atmosphere of the workrooms every 15 minutes and of the offices, which occupy a mezzanine floor with lower ceilings, every seven minutes. Dust and insects are entirely barred from the building by double glazing and wire screens at all windows. Further conducing to pure air in the factory is its location in the better residence section of the city overlooking the Niagara river. This location also enhances the attractiveness of the surroundings which the company has insured upon its own spacious grounds by well-kept lawns and flowers.

Cleanliness in the manufacture of its products is a first principle with the Natural Food Company. The plant itself is kept scrupulously clean by a corps of janitors, whose entire time is given to this work. In accordance with the same principle great encouragement is offered the employees to cultivate cleanly and neat habits. In the spacious basement of the plant are large bath,

locker and toilet rooms, one set each for men and women. These are built of the finest marble and tiling with full nickeled plumbing and enameled tubs. Attendants in charge of these rooms insure their absolute cleanliness at all times. In the locker-room each employee has his own individual locker, of the open ventilated type. The men's bath-room is fitted with showers while that of the women has both tubs and showers. Soap and towels are furnished the employees free, and each is allowed two hours per week on the company's time for baths. There is, of course, nothing compulsory about the use of the bathrooms, but they are, as a matter of fact, very generally utilized by the employees. One of the latter reports indeed that many who have bathrooms in their own homes make use of those at the factory by preference. In addition to their locker and bathroom facilities all of the women and girls, who constitute about a third of the total of four to five hundred employees, are supplied with working costumes consisting of white caps, aprons and sleeves.

Conspicuous among the welfare features of the Natural Food Company are the two large dining-rooms, where each noon the employees are served with dinner. The dining-rooms were built when the factory was constructed, but the serving of dinner by the company was begun in January, 1903. Connected with the dining-rooms are ample kitchen facilities of the latest type, including electric cookers and carving tables, in charge of an experienced chef and corps of assistants. The women's dining-room is the larger of the two and is capable of seating 300 at small tables, eight at a table. Situated on the fourth floor it commands a magnificent view from its many windows looking to the north over the Niagara river. The women's dining tables are fully furnished with linen, china and silverware. The serving each day is done by several of the employees themselves, the young women taking turns alphabetically at this work. The men's dining-room, which is entirely separate from that of the women, is furnished in simpler fashion, being provided with long horseshoe-shaped counters with hardwood tops and stationary seats. Dinner is served to the men by the colored janitors of the building. The men pay a nominal charge of ten cents for their dinner. In both dining-rooms a full three-course meal is served comprising soup,

meat and vegetables and dessert, with bread and butter and tea or coffee. It is worth noting that, as emphasized by one of the employees themselves, the company's own food products are conspicuous by their absence rather than their presence on the menus, appearing only occasionally as a side dish. About four-fifths of the employees or practically all of them, save those with homes near by, take their dinners in one or the other of the factory dining-rooms.

Other welfare features maintained at the Natural Food Conservatory include drinking fountains on every floor, supplied with filtered water and drinking glasses. A room in the basement is fitted with bicycle racks where bicycles are stored during working hours by an attendant who receives them from the employees at the door of the factory and returns them there at noon or night. In the women's dining-room is a piano, and it is the custom of the young women to move the tables to one side and utilize the room for dancing after dinner each day. Directly beneath the women's dining-room on the third floor of the office or administration wing of the building is a spacious auditorium. This is frequently used by the outside public for conventions or other purposes, but it is also at the disposal of the employees, and is often used by them for entertainments or social gatherings arranged by themselves. Here also lectures or entertainments are occasionally given under the auspices of the company for the benefit of the employees and their families. On the roof of the same part of the building is a roof-garden commanding a broad prospect of the Canadian shore across the upper Niagara. This is also open to the employees and band concerts are given here in summer evenings.

The Natural Food Company helps to maintain a relief association among its employees for the payment of sickness, accident and funeral benefits. The entire administration of this is in the hands of the employees, except that dues are collected by the firm every second week by deduction from the members' wages (membership being entirely voluntary), under an agreement therefor between the company and the association, all such dues being turned over to the latter's treasurer. The firm, however, contributes to the fund every second week a sum equal to the aggre-

gate amount of deductions from the members' wages; in other words, bears one-half the support of the fund. Dues of members are five or ten cents every other week, those with a wage of less than $6.50 per week paying five, the others ten cents. Special assessments may be levied by the board of directors to meet contingencies of excessive sickness or death, but such may not exceed 50 cents or 25 cents per member, according to class of dues paid, and may not be levied more than twice a year, except by two-thirds vote of the members of the associatioin. Sick and accident benefits amounting to $6 or $3 per week, according to class of dues paid, are allowed for a period not exceeding 12 weeks, beginning after one week's disability. Funeral benefits amount to $75 or $37.50, according to dues paid.

The general attitude of the employees toward the welfare institution introduced by the company is one of appreciation. Expressions of opinion by a dozen different ones contained only words of warm praise of the dinners, baths, entertainments, etc. Even one of the oven-tenders who felt that they had some ground for complaint concerning their hours of work, because in order to keep other departments at work they are required to work two hours more per day than the regular ten-hour schedule which prevails in the establishment, expressed himself as "more than satisfied" with the special welfare features described above.

NIAGARA ELECTRO-CHEMICAL COMPANY.

A combined dressing and lunch room and a bathroom are features which have been maintained by the Niagara Electro-Chemical Company ever since its present plant was built eight years ago. The bathroom is supplied with hot and cold water and fitted with a wash trough and two shower-baths. In the dressing-room, which is about 25 feet square, tables and benches are provided and individual lockers for all the employees. Besides these features the company supplies all its work-people with distilled drinking water.

The company manufactures caustic soda, and on account of the character of the work involved in making that product the provision of the conveniences above mentioned meet a really urgent need of the men. High temperatures, air laden with the fumes

of combustion and chemical reaction and the handling of materials highly destructive of cloth or leather are the conditions in which those in the sodium rooms are regularly employed and which combine to make shower-baths, separate room for luncheon and convenient place for changing and storing wearing apparel especially acceptable. The bath and dressing rooms are located in proximity to the sodium rooms, and are designed especially for the use of those there employed who constitute the bulk of the factory force of 75 hands. That the privileges are very generally used and appreciated by them was indicated by conversations with a few of their number who dwelt particularly upon the relief afforded by cool shower-baths during the summer months.

ONEIDA COMMUNITY, LTD.

At the silverware factory of the corporation known as the Oneida Community, Ltd., there is an insurance association maintained jointly by the company and employees. The purpose of the association is to afford relief to the employees in case of sickness or disability. It was formed in January, 1902, and was originated by the employees themselves. Under the rules of the company all the employees are perforce members of the association. This compulsory membership was originally inaugurated only after all the employees had agreed to have their dues deducted from their wages by the company, but ever since that time all new employees are required to join as set forth in the general rules of the company posted in the factory.* Any member who leaves the company's employ forfeits all dues paid in and all right to benefits from the association.

The dues of members are ten cents or five cents per week according as their wages amount to or are less than $4 or over per week. These are deducted by the company from the wages each week and turned over to the association treasurer. In addition the company contributes each week a sum equal to one-half the total dues of the members. The firm, therefore, bears one-third the expense of maintaining the fund.

The government of the association is vested in a board of managers composed of the officers (president, vice-president, secre-

*Three old employees who did not care to join the association at the time of its formation were allowed to remain outside and have never become members.

tary and treasurer) and five members, all elected by the members of the association. One of the latter must be a member of the company holding an official position at the office of the factory and their representative of the firm must be a member of all committees. The board of managers meets weekly and decides all questions as to the eligibility of employees for membership in the association, supervises the annual elections of officers and members of the board, approves the bond required of the treasurer, passes upon all claims for benefits, and no money may be disbursed by the treasurer without its sanction. The members of the board are allowed by the company one-half hour's time with pay every Monday for their weekly meeting.

Any member of the association unable to work on account of sickness or disability, not resulting from drunkenness or immoral conduct, is entitled to benefits amounting to $1 per day (Sundays excepted) for those paying dues of 10 cents a week and 50 cents a day (Sundays excepted) for those paying 5-cent dues for a period not exceeding thirteen weeks, and to half those sums for a second period of not over thirteen weeks. Should the total benefits due exceed the funds on hand applicable to their payment, there is no provision for special assessments, but those entitled to benefits are to share the funds available in equal percentages of their respective claims and the balances remaining due are to be paid out of funds that may thereafter accumulate. No member is entitled to benefits until he has been a member for four weeks. No benefit is payable for the first week of sickness unless the disability extends to two weeks or more, but in the latter case it is paid for the whole period of sickness unless there has been failure to notify the secretary in writing within one week of the commencement of the disability, in which case benefits are payable only after the expiration of one week from the date of such notice. There is a standing sick committee appointed by the president with one member for each of eight districts in the city as defined by the board of managers. It is the duty of each member of this committee, upon notice from the secretary, to visit all the sick members residing in his district each week during their disability and report to the secretary after each visit. Such member also receives from the treasurer all moneys due sick mem-

bers and pays them to the proper persons, accounting to the treasurer for the same by receipts. Any member of the association who while receiving benefits is found at work, intoxicated, in a saloon, or away from home without good cause between sunset and sunrise, immediately forfeits all claim upon the association.

In the same year that the relief association was established (1902) the Oneida Community Company set aside a room in the factory for the use of its employees in the combined capacity of lunch, club and reading room. This is about 25 feet square, situated upon the main floor of the factory, and several windows make it a well-lighted, sunny room. It is furnished with tables and chairs, and a few unframed pictures adorn the walls. A supply of pens, ink, paper and envelopes is kept in the room by the company for the use of any who wish them, as well as games, such as checkers and dominoes, and reading matter in the shape of a New York daily paper, two weeklies and a monthly magazine, the last being contributed by the office force at the factory.

For four years it has been the custom of the Oneida Community, Ltd., to grant its employees a day off without wages and pay their transportation expenses for an outing at some summer resort. In 1903 this amounted to $1 for each individual and involved, therefore, a substantial contribution, as the company employs from 200 to 250 hands who patronize the picnic very generally.

Other noteworthy features maintained by this firm are ample washrooms for both men and women supplied with running water, troughs and basins, together with hooks for hats and clothing, and bicycle sheds near the factory entrance where the employees' wheels may be stored under lock and key during working hours.

Conversation with half a dozen employees of the Oneida Community Company brought to light only favorable sentiment toward the above features. Most highly commended was the relief association, which is only in part an employers' institution. This has been very successful financially, and although there are always some on the sick list drawing benefits, there was a balance in the fund in 1903 of between $800 and $900. Other features mentioned appreciatively were the lunch room and summer outing. A considerable number, both men and women, eat their luncheon

daily in the lunch and club room. Many of those who take their noon meals at the factory do not eat there, however, and for all to lunch there would be an impossibility since the room is not large enough to accommodate much over fifty persons, or about one-fifth of the total employees.

NORTH TONAWANDA.

HERSCHALL, SPILLMAN & CO., NIAGARA RADIATOR COMPANY, WILLIAM H. SAWYER LUMBER COMPANY, A. WESTON & CO., AND WHITE, RIDER & FROST.

Five North Tonawanda firms have recently adopted the practise of assisting their employees to an outing every summer by giving a day off without pay and bearing all or a portion of the expense of a picnic or excursion to some summer resort. Messrs. Herschall, Spillman & Co., manufacturers of merry-go-rounds, inaugurated the custom for their men in 1902 and pay all expenses, including transportation and meals, for their 70 employees without their families. Messrs. White, Rider & Frost, proprietors of a planing mill with about twenty hands, in 1903 began what they intend to be an annual practise by paying all the cost of transportation for a day's outing of their employees, accompanied by their families. The Niagara Radiator Company, which has about 260 employees, and Messrs. A. Weston & Son, with some 25 men in their planing mill, the former beginning with 1902 and the latter with 1903, contribute in money or provisions about 50 per cent of the expenses of an annual picnic of their employees. The William H. Sawyer Lumber Company, which employs from 25 to 30 men, is in the habit when the year has been prosperous of contributing transportation expenses for a day's outing of its employees. This firm has also for four years given its more permanent employees—inspectors, etc., some ten in number—a week's vacation with pay each year. Notable at its mill also are the attractive surroundings lent by a spacious lawn with shade-trees on one side and lawn and flower beds on the other, which have been maintained by the company for ten years.

The summer outings fostered by these North Tonawanda firms appears to be thoroughly appreciated by the employees. The latter in 1903 almost without exception availed themselves of the

opportunities offered, and expressions of opinion elicited from a dozen of those in the employ of the first two companies above mentioned all revealed only satisfaction afforded by the outings.

OLEAN.

TANNERS' SHOE STOCK COMPANY.

The factory of the Tanners' Shoe Stock Company is situated on the outskirts of the city of Olean and draws a large part of its help, which is for the most part unskilled labor, from the surrounding country. Many of the employees live so far away that they have to take their noon meal at the factory. The habit of warming tea or coffee in bottles upon the steam pipes in the workrooms, with the frequent result of broken bottles from overheating, suggested to the company's manager the provision of better means for supplying hot drinks for the noon luncheons. In 1901 a small room about ten feet square was partitioned off in the main workroom and furnished with gas, gas stove, porcelain cups and the necessary utensils for making and serving tea and coffee, at a total cost of $28.

The care and operation of the kitchen is in the hands of one of the forewomen who takes the necessary time for preparing the tea and coffee, washing dishes, etc. (about two hours daily), from working hours without loss of pay. The purchase of the necessary supplies, except gas, which is furnished by the company, is in the hands of one of the office clerks. Employees pay 1 cent a cup for tea or coffee served with milk and sugar. The service is facilitated by a simple system of tickets issued by the clerk in charge of supplies at a cent apiece. In slack seasons of work the 1 cent per cup does not equal the cost of supplies, but in busy times with larger numbers patronizing the kitchen it exceeds it so that in the long run that charge just about meets the cost of the groceries and milk. Whenever a deficiency occurs it is met by the firm.

The company employs from 100 to 200 hands, and about two-thirds of these, mostly women and girls, patronize the kitchen

regularly. According to the firm's manager the institution has proven itself well worth while and is highly valued by the employees, an opinion which is corroborated by the unqualified approval expressed by several of the employees themselves.

PORT CHESTER.

ERNEST SIMONS MANUFACTURING COMPANY.

In this manufactory 640 persons are engaged in making shirts, sheets, pillow-cases, shams, scarfs, aprons, etc. The company provides a lunch room, which accommodates 200 young women employees daily. Luncheon is served at nominal prices, as follows: Tea, coffee or milk, 2 cents per cup; sandwiches, two for 5 cents. A piano is provided by the concern for the entertainment of the operatives during the lunch hour.

Four concerts are given yearly to the employees. The cost of tickets is small, being only 10 cents, which does not cover the expense, but the small admission fee precludes any semblance of benevolence and has a tendency to attract large audiences, as about 400 work-people attend and enjoy each entertainment.

ROCHESTER.

BAUSCH & LOMB OPTICAL COMPANY.

The principal welfare work engaged in by this long-established and well-known concern was begun many years ago. Desiring to provide temporary means of support for employees who are unable to work owing to sickness and to assist the families of deceased members, a mutual benefit association was organized on April 16, 1881. Before the formation of this society the company had a private fund from which it paid relief to its afflicted work-people, but as the employees thought it would be more agreeable to have a joint association, thus doing away with the charity idea, the company consented to the plan and donated $3,000 to insure its ultimate success. The directors consist of the members of the corporation and its foremen ex officio, as well as twenty members elected by ballot. These select from among their number a presi-

dent, vice-president, secretary and treasurer. They also choose two or more physicians, one of whom must be a woman, to examine applicants. The treasurer receives all money and pays it out by written order from the president, vice-president, or one of the directors. He invests the funds subject to the approval of the directors, to whom he makes a half-yearly report, and posts an annual statement in a conspicuous place in the factory for general inspection. Any person at least 20 years of age having been in the company's employ for two months is eligible to membership, but employees who are 45 years or more at the time of joining are entitled to sick benefits only. In addition to the original amount donated by the company the funds are derived from monthly dues, which are divided into five classes, as follows: First class, 50 cents from members receiving $12 and more per week; second class, 35 cents from those receiving $9 or less than $12 per week; third class, 25 cents from those receiving $6 or less than $9 per week; fourth class, 10 cents from those receiving $3 or less than $6 per week; fifth class, 5 cents from those receiving less than $3 per week. Dues are deducted from the wages of members on the second payment of every month. Members unable to work, through sickness or disability, receive weekly benefits of $8 in the first class; in the second class, $6; third class, $4; fourth class, $2; fifth class, $1. These benefits are paid for a period not exceeding twenty-six weeks within one year from the date of illness. By unanimous vote of the board of directors a greater benefit than regularly given may be granted in extreme cases. In case of accidents the company pays all doctors' charges, except the first one, which is paid by an accident company that insures the employees. Upon the death of members of the association the heirs receive the following: For members of the first class, $100; second class, $75; third class, $50; fourth class, $25; fifth class, $15. Since its establishment the society has paid $34,861.72 in benefits. The present number of members is 930.

Messrs J. J. Bausch and Henry Lomb, the founders of the company, maintain a fund out of their private purses for the purpose of taking care of special cases, such as employees who can not pass the physicians' examinations, or those who have not been employed long enough to be admitted to membership, or to defray

extra expenses where the condition of a disabled member's family warrants additional assistance.

A pension fund amounting to $20,000 was in 1900 set aside by the company, with a desire to aid in providing a comfortable future for employees who have been in the service for a number of years. A definite plan for payments has not been adopted as yet. Three pensioners, however, are at present on the list. Two of these receive $6 each per week, while the third, who had not been employed for so long a period as the others, is paid $5 weekly.

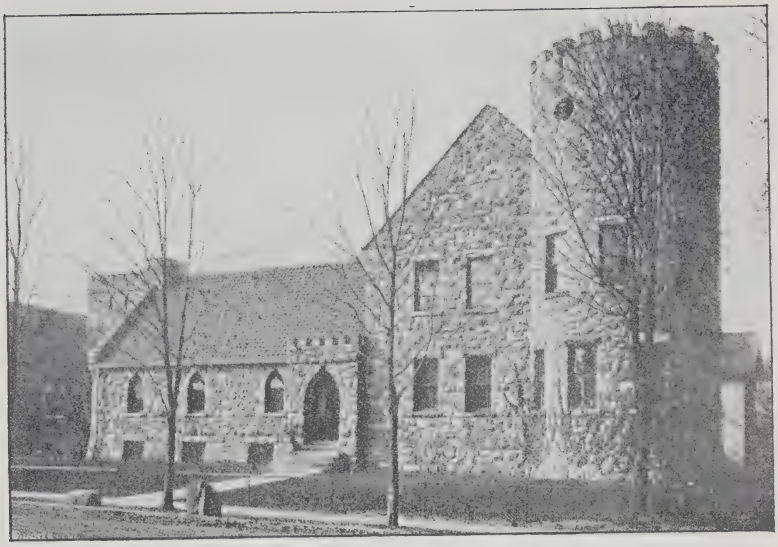
There are two lunch rooms in the factory—one for men and the other for women and girls. In summer 200 of the former and 100 of the latter make use of these rooms, while double those numbers eat therein in winter. As Rochester is a city of homes, and as the work-people live within a short distance of the works, the major portion of the employees partake of the midday meal at their residences.

A small library, consisting of 100 books, is connected with the establishment. Daily and weekly papers of different political shades are also on file.

The company demands that the utmost respect shall be shown to the feminine element in its employ. One of the methods that it has adopted in order to surround its women and girl employees with every possible protection is to allow them to retire from the works, at noon and in the evening, at least ten minutes before the men and boys are dismissed.

On July 27th, this year, the company and its work-people celebrated the fiftieth anniversary of the organization of the business by Messrs. Bausch and Lomb. Exercises commemorative of the event were held in the Lyceum theater. Shortly prior to this occasion it was announced by the concern that thenceforth the working time of its 1,200 employees would be nine hours per day, a voluntary reduction from ten hours, without any change in wage rates. In consideration of the provisions that had been made for their welfare and the high esteem in which they held the company and its senior members, the employees presented each with a loving cup.

Mr. Lomb, speaking of the fraternal relations that existed between the employers and their workers, remarked to the writer:



Chapel or Library and Educational Building of a New York Factory.

Reception Room of Chapel.

"The company endeavors to make it as pleasant as possible for the employees, and particularly aims to make its female help feel that they are ladies. Our people seem to be well satisfied with their condition. In planning our welfare work we consider, first, whether a thing is right; and, second, whether it is policy."

T. B. DUNN COMPANY.

About three years ago, when the T. B. Dunn Company, perfumers, learned that its young women employees had started a sick benefit association, it decided to increase the fund by subscribing an amount equal to that paid by the membership. One hundred work-people are connected with this benevolent organization and each is assessed 5 cents per week, the contributions by employer and employed aggregating $520 yearly. This sum is sufficient to meet the claims of beneficiaries, each of whom, after a week's illness at home, draws $2.50 weekly until she receives $20, which is the largest sum allowed, except in the case of a patient sent to a hospital for treatment, when the amount disbursed sometimes reaches $50. Both the company and its employees are pleased with the good that has been accomplished by the association and regard it as an excellent institution.

Nine hours constitute a day's labor in the factory, and all other working conditions meet with the approval of the help. The forewoman, who has been in the employ of the establishment for many years, accentuated this fact in the following expression to the writer: "We employ the nicest girls in town, many of them coming from the high school. Very few are dismissed. That they are satisfied with their employment and surroundings is indicated by the fact that they remain with us until they get married. I have kept a record of these weddings, and find that in the last fourteen years fifty-eight of our young women have left the service of the company to enter the marital state."

EASTMAN KODAK COMPANY.

In the mammoth and model factory of this company on State street, Rochester, 957 people, one-fifth of whom are young women and girls, are employed in the manufacture of photographic cameras.

A dining-room, large in size and very neat in appearance, has been established by the concern in a suitable section of the works for the exclusive use of its female help. The food, fine in quality and served in liberal quantities at surprisingly low rates, is cooked on the premises by persons well versed in gastronomy. During the meal hour the tables are covered with white linen cloth and set with serviceable tableware. A goodly number of the workers patronize the restaurant, and commend this effort of the company to minister to their comfort.

Another welfare feature that finds especial favor among the women and girl employees is the library and reading-room. Every known reputable periodical, scientific and literary, and several hundred volumes of carefully selected books, which latter are in constant circulation, are furnished by the company. All magazines are preserved and bound at the close of each year.

Dressing-rooms and wardrobes are also provided for the female work-people.

An innovation that is welcomed by the gentle sex consists of a separate exit for them, and they are permitted to leave the establishment five minutes before the men and youths are dismissed.

For its workmen the company has opened a large mess-hall in the factory building and equipped it with seats and a number of tables. Here the employees eat the food that they carry from their homes, it being a rule of the works that those who take their luncheons must partake of the refreshments in this room. This regulation was put into effect in order to insure cleanliness in the workshops as well as to provide the men with a cheerful, comfortable place in which to while away their dinner hour. Adjoining the mess-hall is a reading-room, where literary, scientific and technical periodicals are kept on file, besides a library containing numerous books by the best authors. These last-named productions are circulated among the men, who are allowed to take them to their homes for a limited period. While the reading-room is frequented by some of the workmen in the early morning hours prior to the beginning of operations in the works, it is principally at midday that the most of them enjoy its advantages.

Installed within an enclosure in the basement there are a sufficient number of lockers to accommodate the entire force of male operatives. This room is in the care of attendants. Considerable

space in the basement is also devoted to bicycle racks, which are always filled while the men are engaged at their various daily vocations.

An emergency room is constantly in readiness for the reception and first-aid treatment of accident cases. It is fully supplied with necessary modern appliances for this purpose.

The superior quality of the product of this manufactory requires the services of a high class of help in its divers departments. These employees appear to be contented with their surroundings, and wages and labor hours are likewise satisfactory to them. In Rochester the corporation enjoys the reputation of being a most exemplary employer.

The Eastman Company has another immense plant known as Kodak Park, which is located in the rural township of Greece, Monroe county, about midway between Rochester and Charlotte on Lake Ontario. When the company acquired this park site—a tract of twenty-seven acres—it was a marshy waste, but thirteen years ago the work of reclamation began, until to-day it is a spot of rare beauty and healthful in every respect. The grounds, which are contiguous to the main highway, are picturesquely laid out with winding walks, shade-trees and shrubbery, and the rich, evenly-mown greensward is studded with beds of exquisite plants that in their season put forth varicolored, fragrant blooms in great profusion. A part of the lawn has been turned into a recreation field, and usually at noontide ball-playing and other outdoor games are indulged in by the employees. The grounds, which are cared for by an experienced landscape gardener, are maintained at a yearly expenditure of $2,000.

On the westerly side of the park, several hundred feet from the rustic road, is a group of factory buildings constructed of red brick and thickly mantled with ivy. Employed therein are 850 persons, nearly equally divided between both sexes, who for the most part are engaged in the preparation of the highly sensitized paper that is used in the art of photography. Owing to the sensitive nature of these goods the finishing touches are put on them in a windowless and partially darkened room, mellowed with sufficient red light from shaded incandescent lamps to enable the girl manipulators of the material to properly perform their duties. This and other workrooms are ventilated and heated by

a perfect blower system. The air is taken from outdoors, drawn in tubes through the structures and equally distributed. It is thoroughly filtered and is therefore in a fresh and pure condition at all times.

Prizes aggregating $750 annually are distributed monthly by the company among its employees for suggestions as to improvements about the works and grounds, or in the process of manufacture, and the betterment of the condition of the work-people. These awards range from $1 to $50, and for an exceptionally meritorious suggestion $100 has been paid. As an illustration of the interest that is taken in this welfare plan the fact may be cited that in 1902 fifty-nine wage-earners received prizes.

The concern has built three sheds in close proximity to the main buildings and placed therein 300 racks for the storage of bicycles of employees when the latter are at work. The traction company that operates the street surface line between Rochester and Charlotte has, within the grounds, a track leading to the factory, and its trolley cars are run into the park mornings and evenings to accommodate such workers in the employ of the Eastman Company as have adopted this means of conveyance from and to their homes.

Commodious dressing-rooms are provided for the women and girls employed in the establishment, and appliances for heating water for their tea, coffee or cocoa are supplied gratis by the management.

Some immense flower beds ornament the space immediately in the rear of the shops, and from these plants, as well as those that grow in the park, the gardener plucks the blossoms and arranges huge bouquets that are placed in the workrooms.

The character of the manufacture renders it absolutely necessary to keep every department entirely free from dirt. The observance of these rules of cleanliness, the fascinating landscape that is ever unfolded to the view, and the welfare efforts that are in vogue, all combine to exert an unconscious yet wholesome influence upon the lives of those who earn their substance amid these pastoral scenes.

There was a further indication of the company's good will toward its employees when in 1901 it voluntarily established the

fifty-four-hour working week, reducing the time from sixty hours without any changes in wages. In the same year in one of the manufacturing departments it decreased the daily working time of twenty-five men to eight hours, and in the power-house, which is kept in operation the whole twenty-four hours, three shifts were inaugurated and the labor hours were cut down to eight per day for each of the eighteen men engaged in that part of the plant.

JAMES S. GRAHAM MACHINE COMPANY AND THE LONG FOUNDRY COMPANY.

Mr. John Kane, vice-president of this company, whose plant is housed in a model two-story brick factory building at 266 Lyell avenue, informs the Department of Labor that when he and Col. James S. Graham, president of the corporation, were members of the Machinists and Blacksmiths' Union, more than thirty years ago, workshop conditions were far inferior to those that now prevail, and these two quondam labor reformers then resolved that, if they ever had the good fortune to become manufacturers, with sufficient means to carry out their ideas, they would introduce in their establishment a series of improvements that would inure to the health, comfort and pleasure of their employees. Time advanced apace and they eventually engaged jointly in an industrial enterprise that gradually developed to such proportions that they found themselves in a position to put into execution the welfare measures that had been projected by them in early manhood. In the first place, they planned to give the workmen plenty of light and pure air. The structure is so situated that there are windows on all sides, rendering the workrooms bright and cheerful. The system of ventilating the whole interior is perfect. Every brick pier in the building has a flue and leads to the outer air. These hollow columns are eight feet apart. On each floor apertures are cut in them and arranged with registers, which, when opened, provide a constant renewal of air. The several shops are kept clean and wholesome. In summer the entire place is rejuvenated. Walls and ceilings are kalsomined, new floors are laid, and other repairs are made. While undergoing these changes the works are shut down. Machinists and some laborers are thus given an opportunity to enjoy a brief vacation period, and in this way the company encourages summer outings.

In the basement there is a washroom 50 x 50 feet in size with a cement floor. Four rectangular sinks large enough to enable seventy-five men to wash at the same time are used at the noon hour and at quitting time in the evening. A unique contrivance suspended above the tanks provides every worker with a plentiful supply of clean water. This attachment consists of a pipe punctured with small holes a few feet apart, and through these openings flows water that is tempered and turned on in the engine room at the proper time, giving each bather his own jet or stream, and precluding any possibility of contracting skin diseases. All are appreciators of this novel arrangement, which is one of the methods that the company pursues to reform existing conditions. In the same room, placed close to the walls, there are eighty individual open-work lockers, constructed of strong steel wire, and five hooks and a shelf are installed in each wardrobe for clothing and a dinner-pail. A requisite number of hooks to hold employees' bicycles are inserted in the ceiling.

To further protect the health of its workmen the company has established sanitary drinking fountains on all floors. These have supplanted drinking cups. When one desires to quench his thirst he presses a valve and a small stream of fresh water, forced upward from a faucet connected with a water pipe at the bottom of a funnel-shape vessel, passes into his mouth.

A lunch room, 24 x 40 feet, amply lighted by three large windows, is fitted up with tables and chairs on the second floor. Cooking is not done on the premises, but here the workmen eat the food that they carry from their homes. This apartment also serves as a reading-room, where the latest magazines, trade journals, and daily and weekly newspapers are always on file.

At one end of the works is a strip of land 25 feet wide and 100 feet long. A fine lawn covers the greater portion of this plot, at the front of which is an immense circular flower bed containing well-selected plants. One hundred vine roots have been planted near the building, the object being ultimately to embower the entire structure with this trailing foliage. Many of the window sills contain boxes filled with plants, which add materially to the pleasantness of the surroundings.

Deep interest is manifested by the company in the industrial education of its apprentices, six of whom are employed at the

works. Great care is exercised in giving these youths a most thorough practical training in all divisions of the machinist trade; and it is a stringent rule of the concern that they must also acquire technical knowledge relating to their chosen vocation at the Mechanics' Institute of Rochester, where they are required to attend regularly the classes in mechanical drawing. To cover the expense of this instruction sums varying from $50 to $100 are contributed annually to that institution by the company, which also furnishes the apprentices with drawing instruments.

The machinists in this shop are members of a trade union, and receive the rates of wages stipulated by that organization. The nine-hour working day prevails, and during the three summer months the Saturday half-holiday is observed. Company and men are on the best of terms. If grievances arise they are promptly adjusted by the employers and the workers without friction, and neither strikes nor arbitration are ever resorted to.

"We are not forced to do these things," says Mr. Kane, referring to the welfare features adopted by the company, "but we like to do them, and the men appreciate what is being done in this direction. We pay them well and give them additional things. We want to make the conditions so pleasant that a machinist would rather work for us than anywhere else in Rochester. We have not hired a new machinist in three years, which fact proves that the men are satisfied with their employment here, and also that our policy attracts to us the best class of mechanics, for we have not had occasion in that time to discharge any of them for incompetency nor other reason."

On West street, only a short distance from the works described above, is the Long Foundry Company—that and the Graham Machine Company being correlated. Here forty-eight men—iron molders, helpers and coremakers—are employed. In the washroom, where there are two shower-baths and a wash trough, which extends nearly the whole length of the room, there are fifty-six enclosed wooden lockers. Sixteen hooks are inserted in the ceiling, and on these the employees who have bicycles hang them during the hours they are employed. A Johnson medicine case is provided for first-aid purposes in the event of accidents to employees.

RITTER DENTAL MANUFACTURING COMPANY.

On the top floor of its manufactory in St. Paul street the Ritter Dental Manufacturing Company has provided a spacious, well-lighted and properly ventilated lunch room, equipping it with two tables, each fourteen feet in length, besides suitable benches. Here the workmen eat their luncheons at noontime, warming their tea or coffee on a gas stove furnished by the concern. A lavatory is also connected with this apartment. A good-sized wardrobe, with necessary hooks, on which the men hang their clothing and lunch baskets or pails, is likewise set apart by the company as an accommodation for its employees.

The foundry of this establishment is located in Redfield street, which is not far from the main factory building. There are wash and dressing rooms for the foundrymen and laborers, each of whom has a separate compartment, with lock and key, for his clothes and lunch receptacle. It being contrary to the rules of the works to hang garments in the shop, all employees are obliged to use the lockers. A lunch room 25 x 40 feet is fitted up with tables and benches to accommodate them, and they heat their coffee and tea on a gas stove supplied by the company.

About one-half of the workmen avail themselves of the privilege of the lunch rooms during warm weather, but in winter the proportion is much larger.

A specially constructed building for the storing of bicycles during working hours is situated near the factory. In a room 15 x 45 feet seventy racks have been placed, and these are used by the workers in the two shops.

The workrooms in the St. Paul street building are kept exceptionally clean, and the stairways leading to the different floors are scrubbed several times a week. All other conditions appear to be satisfactory to the employees.

ROCHESTER RAILWAY COMPANY.

When the Rochester Railway Company at its own volition introduced vestibuled cars on its street surface lines it not only made traveling more agreeable and comfortable for the general public, but it put into operation a humane system that has amply protected its motormen and conductors against the ravages of

the elements, preserving their health, prolonging their lives, and making their duties far pleasanter than they were prior to this innovation, which is indeed a welfare measure in the truest sense of the term. Moreover, it is appreciated by the employees and is commended by the people of Rochester.

But the company is engaged in other effective work that merits favorable mention in this study of welfare institutions. In 1902 the board of directors at a cost of $6,100 fitted up rooms at the corner of Commercial and State streets for the use of motormen, conductors and shop employees when off duty. This work was placed under the direction of a general secretary of the Young Men's Christian Association, and the first street railway branch of that organization was then founded. The rooms are open to all persons in the employ of the company, but it is not obligatory upon them to join this association, which on every Sunday morning holds religious services for such workmen as desire to attend. These quarters are reached by a broad stairway leading from the street, and to the right at the head of the stairs is a large, bright and suitably equipped game and recreation room. It has six large windows, which make it light and airy, and at night it is illuminated by electricity. In it are pool, billiard and ping-pong tables, twelve small tables with various games, and a grand upright piano. Current literature is placed at the disposal of those who find enjoyment and instruction in reading. The room will seat 450 persons. It is sometimes used for concerts, meetings, etc., and during the winter months it is a source of much comfort and pleasure to the men. Partitioned off from the game-room is a bowling-room, with double alleys. A washroom, with three shower-baths, is located at the left of the main entrance, and there is also a hair-cutting and shaving parlor, where a barber is regularly employed. Recently a lunch counter was added to the equipment, and more than 8,000 meals are now served monthly. There are also six sleeping apartments, two beds in each, in the building. Since August 1, 1902, the company has furnished heat, light, water and janitor service free of charge, and has contributed $50 per month toward the running expenses of the rooms. Addi-

tional revenue is derived from membership dues, which are $1 annually for each member, who also pays two cents for a bath, including towel and soap, 1½ cents a cue for billiards, and 2½ cents per bowling game. Non-members are allowed the use of the reading-room, washroom, etc., but are charged a trifle more than regular members for games and baths. The management reports that good moral results have accrued from the opening of the rooms, as the motormen and conductors while disengaged now tarry there instead of waiting in neighboring saloons. A direct outcome of the work, the officials observe, was the closing, during the past year, of a pool and billiard saloon opposite the rooms; this drinking place, the superintendent avows, having been to him a "thorn in the flesh for a long time."

A relief association was formed by the employees some years ago, but eventually it fell into disrepute, and about a year and a half ago the corporation undertook to rescue it from its decadent state. Realizing the value of a society of this character, it suggested a thorough reorganization of its affairs, and the men acquiesced. The company thereupon advanced $1,090 to pay old claims and unsettled accounts and thus placed the association upon a firm financial basis. Throughout the year 700 persons are employed on the railway, and 450 of these are members of the benefit organization. Employees are not compelled to join the association, nor are they constrained to take advantage of the privileges of the rooms described above, but in the employment application blanks attention is called to the several features, and they may partake of the benefits if they so elect. While the membership is limited to employees of the company and its allied lines, those leaving the service do not forfeit membership so long as they reside within the counties of Erie, Niagara, Orleans, Genesee, Wyoming, Livingston, Wayne, Ontario, Yates, Monroe, Seneca, Cayuga, Onondaga, or Oswego. The object of the association is "to aid its members while they are disabled, by reason of sickness or injuries, and at their death to contribute aid to their designated beneficiaries, provided such injuries, sickness or death be not due to intemperance or immoral conduct." All employees

at least 21 and not more than 50 years of age who have been in the company's service for three months are eligible to membership upon approval as to their physical condition by an authorized medical examiner of the association, the payment of $1 initiation fee, and a further payment of such fee to the examining physician as may be fixed by the board of trustees. Monthly dues are 50 cents, payable in advance and deducted by the company from the wages of members who share in the several benefits of the association, together with its social privileges. Payments of benefits to members while totally disabled or unable to labor by accident or sickness are made at the rate of $1 per day after the first three days for a maximum period of 100 days, $100 being the limit that any member is entitled to receive during a year. The death benefit amounts to $150. The management of the affairs of the association is vested in a board of trustees, consisting of a chairman and eight members, the general manager, superintendent and secretary of the Rochester Railway and the superintendent of the Rochester and Sodus Bay Railway being ex officio members, the first-named officer acting as chairman. The other five are elected yearly by a majority vote of the association—one being chosen from the power department, one from the car department and three from among the motormen and conductors. All moneys received by the treasurer of the association and not needed for immediate payment of necessary current expenses are invested by him, under the direction of the trustees, in such securities as trust funds may be invested in under the laws of the State of New York.

Labor conditions on this railway system are quite satisfactory to the motormen and conductors, who are working under a schedule of wages and hours that was mutually arranged by the company's officials and the men.

Mr. George G. Morehouse, the secretary of the Rochester Railway Company, commenting on the welfare measures conducted by the corporation, voiced the good will of the latter toward its employees in these terse yet sympathetic phrases: "Our welfare work is an excellent business proposition, but at the same time there is a whole lot of good-fellowship connected with it."

ROME.

ROME METALLIC BEDSTEAD COMPANY.

The welfare work of this company commenced in 1895, when it opened a large washroom for its employees, equipping it with long tanks and furnishing the work-people with a plentiful supply of hot and cold water at midday and in the early evening, when they ceased their labors for the day.

In 1897 the concern erected balconies in the four main rooms of the factory building for the use of the workmen as wardrobes and dressing-rooms. There are twenty lockers in these rooms, which are well-lighted and ventilated, besides a number of open racks, with 700 hooks, two of which are used by each of the 350 people employed in the factory. The foremen also have a combined wardrobe and dressing-room, which is 16 x 20 feet in size. All wash and dressing rooms are kept in order by regular attendants.

Space 40 x 50 feet in the four balconies was set apart as lunch rooms in 1898. There are six tables in these rooms, which are occupied at noon time by fifty workmen who carry their luncheons.

The company has a library of 120 volumes. New works are frequently added to this collection. Employees are allowed to take books home and keep them for a limited period, but if they fail to return them within the prescribed time penalties are not exacted, neither is any complaint made.

SCHENECTADY.

EDISON GENERAL ELECTRIC COMPANY.

In the floral season as one passes through the main entrance to the premises of this mammoth establishment, spreading over an area of 120 acres and containing 136 buildings—40 immense structures being devoted exclusively to the manufacture of electrical products, the others to storage, office and other purposes—the first attractive welfare feature that greets the eye is an ornamental garden, replete with a variety of rare flowering plants and shrubs. Originally—that was five years ago—about three acres of land were used for floriculture, but as the company after-

ward found it necessary, by reason of the rapid development of its industrial enterprises, to utilize a part of this spot for a factory building, the size of the garden was reduced to one acre. A competent gardener and two assistants give their undivided attention to this pleasing work, which appeals to the esthetic taste of thousands of workmen who daily wend their way to and from the shops along the roadway in close proximity to the exquisite plot.

The company is particularly solicitous for the health and comfort of its employees. It believes that the men should have at their disposal the most approved bathing facilities; and for the use of its foundrymen, who, as the reader is aware, are engaged at a class of work that thickly begrimes their persons, it has opened a large washhouse of the modern type. This is kept clean and tidy by attendants employed for the purpose. Eight shower-baths, charged with hot and cold water, are an important part of the equipment. These are enclosed in cubicles of sufficient dimensions to insure a full enjoyment of the spraying process of cleansing. Enough steel-ventilated lockers to accommodate the workers in the iron foundry are placed at convenient points in the room. Washrooms and wardrobes are also provided for the work-people in other large departments connected with the works.

Quite a number of the 11,000 wageworkers who are on the pay-rolls of the corporation live on the outskirts of the city, some distance from the plant. Many of these have recourse to bicycles as a means of conveyance to and from their employment. In order to guarantee the safe-keeping of these wheels while their owners are at work, the concern has erected one large shed and several smaller ones and equipped them with racks that hold 3,000 bicycles, which are cared for by men engaged especially to look after this welfare measure.

A restaurant is conducted by the company in the basement of the office building. In the main hall there is a U-shaped counter at which 350 persons are served with luncheons during the noon hour every day, and in the evening meals are also taken there by men who work overtime. There are several small dining-rooms set apart for the accommodation of young women who are em-

ployed in the office. Electrical cooking apparatus is used in the model kitchen to prepare the food, which is the best that the market affords. The prices are reasonable, and the management reports that the company does not, nor does it expect to, come out even in this venture.

SENECA FALLS.

GOULDS MANUFACTURING COMPANY.

The Goulds Manufacturing Company operates two plants in Seneca Falls. In what is termed Mill No. 1, in Ovid street, 390 people are engaged in making hand-pumps, while in Mill No. 2, in Oak street, where power-pumps are manufactured, 260 men—175 in the machine shop and 85 in the foundry—are employed. By far the more important and interesting welfare work is conducted in Mill No. 2. This was begun in 1890, when the company erected a one-story brick building adjoining the machine shop on the south side. Originally the single floor consisted of a dining and wash room, but the business extended so that in 1902 an additional story was built, the whole cost of construction having been $5,000. The first floor, the dimensions of which are 38x48 feet, and 15 feet in height, is now devoted to bathing purposes. It is heated by steam and illuminated by electricity. The floor is of cement, and along the sides in two tiers there are 188 lockers made of wood and ventilated by means of wire screens in the doors. Six self-drained iron wash sinks, each 28 feet long, are provided with 214 individual enameled basins. There are hot and cold water taps, and stationary soap dishes are attached to the flow pipes. The second floor, which is 24x48 feet, is a reading-room, and it is used as a lunch place by employees who carry their meals. Its floor is constructed of maple, and it is furnished with two polished oak tables 5x8 feet in size and a requisite number of chairs, while fastened to the side walls are five tables on which games of checkers, cards, etc., are played. Like the lavatory, this apartment is steam-heated and installed with electric lights. Toilet facilities are also provided, and the window space is sufficiently ample to insure pure air at all times and plenty

of light in the daytime. The latest technical journals and other reading matter are supplied by the company, and in the morning, at noon and in the evening many of the workers may be found enjoying the comforts that these quarters afford. The building is in charge of an attendant engaged at the company's expense, and the rooms and stairway are swept and cleaned every day.

In Mill No. 2 an emergency room has been equipped with surgical supplies. Here a capable man is on duty to give first-aid relief to employees who meet with accidents in the works.

A sick and accident benefit fund was originated by the workpeople in the two establishments in 1896. This popular organization is known as the Goulds Mutual Benefit Association and has a membership of 438. In August, 1897, the corporation assumed the management of the fiscal affairs of the association, detailing a clerk in the office to collect the dues, keep the books and make payments. A few years ago the company gave an entertainment which netted $400, and this sum was turned into the treasury of the relief society. During the year ended in August, 1903, $928 were disbursed. Since the formation of the society the total amount expended was $4,659.99, and at present there is a balance of $500 on hand. There are on an average fifteen cases of sickness reported per month, and in the course of a year about ten accident cases are reported. Any employee of the company may become a member upon the payment of 50 cents initiation fee and 25 cents monthly dues in advance. The rules also provide for the levying of extra assessments. The fund is limited to $500, and upon reaching that limit monthly payments cease, but they are resumed when the amount declines to $300. Benefits are paid for a period not exceeding thirteen weeks at the rate of $5 weekly. Each member is entitled to benefits after being sick one week, but he is required to present a certificate from a reputable physician. Employees disabled by accidents draw relief immediately. A committee consisting of one member from each department notifies the proper officials of all cases of illness, and such sick members must report their disability to the president within three days, either by note or through another member of the as-

sociation. A visiting committee reports to the president the condition of sick members, and a fine of 25 cents is imposed upon a member of this committee who fails to perform his duties. Benefits are not paid for sickness or disability caused by immoral conduct or intemperance.

SENECA FALLS MANUFACTURING COMPANY.

The wardrobe and bathing facilities in this wood and metal working establishment are quite adequate. There are 105 men employed. In the basement there is a dressing-room 30 x 45 feet, and for the welfare of its employees the company has erected therein 72 compartments for clothing. On two other floors in the building there are dressing-rooms provided with enclosed spaces, where garments are placed. Altogether 125 of these small booths have been constructed, and the idea is commended by the workmen. Four washtanks, each four feet in length, are a part of the dressing-room equipment in the basement. Hot and cold water are supplied here, as well as for another wash-trough on the second floor.

Standard technical and trade journals are purchased by the company and handed out among those employees who manifest an interest in publications of this character.

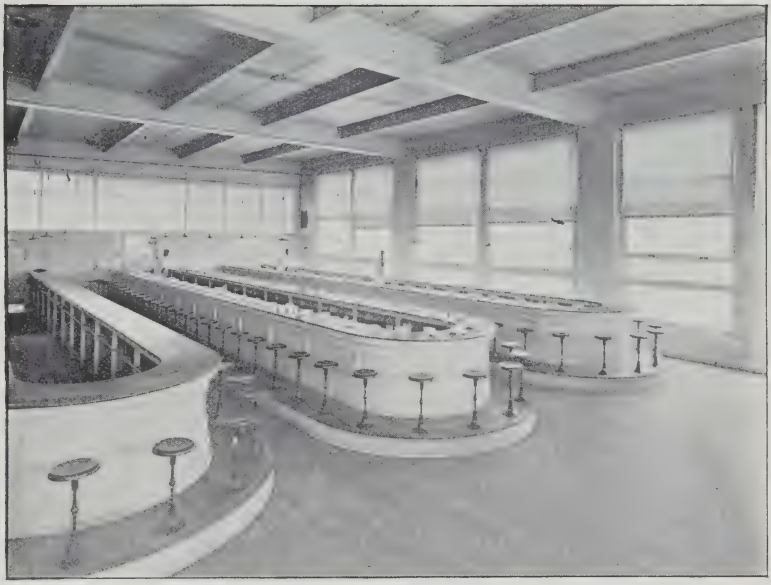
SENECA FALLS WOOLEN COMPANY.

Seven years ago the Seneca Falls Woolen Company, manufacturers of men's suitings, in the interest of its work-people, started the welfare work of beautifying the land about its factory with a lawn and tastefully arranged flower beds. This garden is still conducted by the company, which employs a gardener to keep it in perfect condition. From the beginning it has been popular with the employees, who are permitted to cut the flowers throughout the season of blossoms.

SOLVAY, ONONDAGA COUNTY.

THE SOLVAY PROCESS COMPANY.

Situated on Onondaga lake, and contiguous to Syracuse, is the small village of Solvay. In this place the Solvay Process Company has for many years carried on the manufacture of soda



Men's Lunch Room in a New York Factory.

Women's Lunch Room, Same Factory.

and by-products. Its property extends over some seventy acres, mostly along the shores of the lake, and about 2,500 persons are employed in its works and quarries. The interests of company and town are identical, two-thirds of the village taxes being paid by the corporation, and the well-being of the inhabitants in general and of the employees in particular always has been a matter of thoughtful consideration on the part of the management of this large manufacturing establishment. The relations between employer and employed are therefore most cordial, and the effort to promote the welfare of the workmen and their families has met with a gratifying measure of success. The activities inaugurated by the company for the benefit of the work-people are evidently appreciated, and the officials consider that the results of this undertaking have come up to their expectation.

When in 1886 the company instituted a sewing-school for young girls, principally children of the workmen, in a room of its office building, it was of the opinion that this plan of beginning at the foundation would prove to be a more effective way of establishing reciprocal relations with its employees, ultimately uplifting them socially and ethically, than through any direct effort among the men themselves. Experience has demonstrated that this conclusion was correct, for considerable good has been accomplished along these lines, a number of those who were pupils in the early years now having families and homes, in which is being put into daily practice the knowledge they acquired in the classes attended by them in childhood. At the outset the attendance at the sewing-school was small, but in the course of time it developed so rapidly in numbers that it outgrew its original quarters, and the company, desiring to provide sufficient space to properly conduct this work, besides having in prospect the introduction of other industrial, educational and social features, constructed and furnished at large expense a commodious Guild House, to which is attached a Guild Hall, containing modern improvements, including electric lighting, a stage equipped with all the accessories for amateur theatricals, dressing-rooms, a coat-room for men and a cloak-room for women. The main floor of the assembly room

in the Guild Hall will seat 600 auditors, and a large gallery at one end of the room will accommodate an additional number of people. The hall is frequently used for concerts, entertainments and lectures, given under the auspices of the company, which usually charges the villagers an entrance fee of five cents, this nominal price of admission adding to the value of and the interest in these events. The basement of the Guild House, in which are billiard and pool tables, is devoted to club purposes by men employed in the clerical and other departments. On the first floor are classrooms, a circulating library and a kitchen equipped with a range, culinary utensils and two long tables, on each of which are installed five small gas stoves for the use of cooking classes. The company has also built a clubhouse on the grounds for its office force, comprising chemists, civil engineers, draughtsmen, etc. Near the latter building is a dormitory for women employed in the restaurant and the Guild House. These structures are far removed from the works, and in summer they are surrounded by artistically arranged flower gardens and neatly trimmed grass lawns.

For the purpose of encouraging physical culture through outdoor sports among its employees and their children, the company has enclosed a five-acre plot close to the office building. This model athletic field has a tennis court and a running track, and a portion of the space is used for the popular game of baseball.

In general the children's classes are conducted under the direction of the King's Daughters. A certain amount of money is set aside by the company for the partial support of this part of the work, and each member of a class pays five cents per lesson. Teachers are employed, only a minor portion of the service being voluntary. On alternate Monday afternoons the Willing Circle of King's Daughters, composed of the wives and sisters of clerks in the employ of the company, convenes in the Guild House, where its members outline the best methods of developing and strengthening the work that comes within their province. A cooking-class, which has a membership of twenty-six young women, whose ages range from 16 to 20 years, receives instruction

on Monday evenings. Plain and fancy dishes are prepared, and at the end of the year there is an exhibition of the work performed by the pupils. On the same evening the Knights of St. John, consisting of thirty-two boys, have a drill in the Guild Hall. Another cooking-class of twenty-two girls assembles on Tuesday evenings in the Guild House kitchen, while at the same time the senior gymnastic class devotes a few hours to calisthentic exercise in the assembly hall. The Solvay Circle of King's Daughters meets on alternate Wednesday afternoons in the Guild House, and on every Wednesday evening the dancing class of 163 boys and girls occupies the floor of the Guild Hall. The first class of this kind was organized in 1890. Prior to that year dancing parties held in Solvay and vicinity were boisterous affairs, but shortly after the company added this feature to its program there was a noticeable improvement in the manners of the younger element in the community, and in the dancing-class of the present day a well-behaved set of youths is invariably found. The sewing-school, with an average attendance of 275 girls, is divided into classes in the Guild Hall every Friday afternoon, each class being under the supervision of a competent teacher. Tuition is free. The course is graded and modeled upon the system that prevails at Pratt Institute, in the borough of Brooklyn, New York city. Lessons in dressmaking are given to a class of young women on Friday evenings. Once a year the Solvay Willing and other Circles of King's Daughters combine, and in December hold a bazaar in the assembly hall, which is beautifully decorated for the occasion. The proceeds are placed in the special fund that supports the various projects.

Toward the support of the free library in the Guild House the company contributes $25 a month. There are also contributors from other sources. The very best class of literature is found upon its shelves, which contain books suitable for people of all ages. One thousand borrowers are enrolled, and during the year ended on June 30, 1903, the circulation numbered 7,038 volumes. The total number of books in the library is less than 1,600.

While the company has done much toward advancing the interests of the children of its employees, it likewise has adopted and

successfully executed important plans for the direct welfare of the workmen. On November 12, 1888, the Solvay Mutual Benefit Society was formed among the wage-earners to render them financial relief in case of sickness, accident or death. None but employees of the company are eligible to membership in this society. They are obliged to pass a medical examination and to pay an initiation fee of ninety cents. For members who receive at least $5 per week in wages the dues are thirty cents a month, and those whose compensation is less than $5 weekly are charged one-half of the regular initiation fee and dues. For every thirty cents paid in dues by its work-people the company contributes fifteen cents. The corporation's paymaster is authorized in writing by members to retain initiation fees and dues from their wages. These sums are collected by the treasurer of the society, who deposits them with the company's treasurer, to whom are addressed all orders for the requirements of the benefit association, the latter's treasurer keeping accounts of its financial condition and making a monthly statement of the same, together with a full report at the end of his term of office. Ninety days after joining the organization members are entitled to sick, accident or death benefits. An employee disabled from work by illness or injury receives $6 per week for not more than six months if his earnings be $5 weekly or over. One-half benefit is paid to those receiving less than $5 a week. Provision is also made for the payment of a funeral benefit of $100 and a half benefit of $50, and upon the death of the wife of a member he receives $50. In addition the company defrays all expenses incurred in the treatment of injured workmen who are taken to hospitals, and it also engages and compensates medical specialists when occasion demands their services.

The beneficial results that have been achieved in this particular branch of the company's welfare efforts are fully reflected in the monthly statement of the association's treasurer on June 15, 1903. This report reveals the interesting fact that since its formation in 1888 the receipts of the society aggregated $201,557.57, while the disbursements for that period reached the large sum of $196,347.24, leaving a balance in the treasury of $5,210.33.

Skilled physicians and surgeons are appointed by the company to attend the sick and injured. Their remuneration is fixed by the board of trustees. The physicians notify the society's secretary of all sick and accident cases, and make a weekly report of the condition of disabled members, always holding themselves in readiness to immediately respond to calls in the event of necessity. Members on the sick list must be at home by sundown to entitle them to benefit. Those who meet with accidents are required to be in their residences at the setting of the sun, unless the society physicians or a majority of the trustees grant them written permission to be out. In the way of penalties, any member whose disability is occasioned by the use of intoxicating liquors waives his right to benefits, and one who feigns sickness in order to obtain pecuniary relief, or who becomes intoxicated while on the sick list, is liable to suspension from the society for a period determined by the trustees.

The last annual report of the treasurer of the mutual benefit society, for 1902, sets forth that out of 2,429 men employed in the works 2,120 were members of the association. The total receipts for the year were $13,182.16, an average of $6.218 per member. In benefits $7,690.69 was paid, this being an average of $3.627 for each member. Other disbursements brought the aggregate up to $10,503.51, or an average of $4.954 per member, with an average surplus of $1.264. During the period considered the total number of patients treated was 2,489, comprising 2,209 cases of sickness, 230 injuries to members while on duty and 50 injuries while off duty. The number of cases under treatment in each month was as follows:

	Jan.	Feb.	Mar.	April.	May.	June.
Sick	191	170	176	184	211	174
Injured on duty	13	22	21	14	23	20
Injured off duty	4	3	5	5	0	2
Total	208	195	202	203	234	196

	July.	Aug.	Sept.	Oct.	Nov.	Dec.
Sick	219	203	179	120	175	207
Injured on duty	20	17	12	20	14	34
Injured off duty	5	6	7	1	9	3
Total	244	226	198	141	198	244

Within the year the chief physician appointed for the works had 3,990 office calls, and he visited the homes of employees 1,918 times. The amount paid for office calls was $1,327.69 (an average rate of 33+ cents), and for house calls $1,276.44 (average 66+ cents)—a total of $2,604.13, or an average of $1.23 per member. These calls were apportioned among the different months thus:

	Jan.	Feb.	Mar.	April.	May.	June.
Office calls	295	258	335	308	397	320
House calls	227	242	113	94	166	149
Total	522	500	448	402	563	469
Price per call	40c.	42c.	47c.	52c.	37c.	44c.

	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Total.
Office calls	382	399	322	226	340	408	3,990
House calls	162	135	132	96	135	267	1,918
Total	544	534	454	322	475	675	5,908
Price per call	38c.	39c.	44c.	65c.	64c.	30c.	45c.

The company has pursued a noved course in the matter of affording speedy relief to persons in its employ who are injured while in the discharge of their duties. Recently it inaugurated a series of lectures "First-aid to the injured." These lectures were delivered by eminent physicians to such workmen as cared to attend, but the twenty-six special policemen detailed to patrol the works—men who come directly in contact with all accident cases—were required to be present. Considerable information on the subject of quick treatment was imparted to those who took advantage of these talks. To further enlighten the employees who had signified their intention to continue the pursuit of knowledge of this character, with a view to putting it to effective use in the event of emergency, a small first-aid treatise was placed in their hands by the company. After they had studied this treatise for two weeks the men were subjected to an examination in order to ascertain whether they were proficient enough to be called upon to perform simple operations in surgery. Those who passed were given appropriate badges to wear, thus indicating that they were suitable persons to be summoned in instances

where quick aid might be necessary. It is proposed to further examine these employees at stated intervals to note the progress they are making, and to have further classes of the same character.

In the patrol room the company has a well-stocked medicine locker and a complete set of operating instruments, and about the works it has established fifteen auxiliary stations equipped with such medical supplies as may be needed quickly in accident cases.

On the second floor of the patrol building there is a well-appointed dining-room for the officers and employees of the company. Here a regular dinner is served for fifteen cents. In a large and scrupulously clean kitchen adjoining the restaurant all the cooking is performed. The company furnishes the service and food, which latter is most excellent in quality, the vegetables, milk and butter being supplied from its farms at Tully. One hundred and eighty people are served daily in and from the dining-room.

A large lunch counter for the factory help is kept open in the works twenty-four hours every day, excepting Sunday, when it is closed from 3 p. m. to 6 p. m. Luncheon, consisting of griddle cakes, cookies or fried cakes, with coffee, is served from 6 a. m. to 10 a. m. for five cents. For dinner, from 11 a. m. to 1 p. m., and for supper, from 5 p. m. to 7 p. m., the charge is ten cents, the fare comprising meat and potatoes, one helping of vegetables, bread and butter, two cups of coffee or a glass of milk. Many take their luncheons between the hours set apart for regular meals, when they may obtain cold sandwiches, bread and milk, baked beans and hot coffee at a moderate price. At the lunch house each day 250 workmen take their meals.

At the clubhouse, dining-room and lunch counter there are served more than 22,000 meals a month. The pressure for dinners upon the part of the men at the lunch counter has entirely outgrown the facilities, and the company has undertaken, and is just finishing, a large addition to the building used for dining-room, kitchen, etc., which will greatly increase the ability to accommodate employees at the midday dinner hour. It is expected that the number of meals served, as noted above, will be very largely increased by the improvements about to go into use.

There are not at present any special health and safety arrangements at the works aside from what are required by law, but it is pertinent to note here that the company is about completing a gymnasium for its employees and their children, and in the new building, which will be quite complete in all particulars, there will be included a perfect system of baths for the workmen.

What has proved to be a successful plan of profit-sharing was inaugurated by the board of directors in 1887. At first only the chief employees and general officers of the company were admitted to participation, it being considered that these men were in a position to make the business of the concern more prosperous through special care and attention, and as an appreciation of this extra effort each participant was allowed a certain sum, depending upon the amount of salary he received and the rate of dividends allotted to stockholders; thus, if dividends were high, the participation was correspondingly high, and vice versa. In 1890 the system was enlarged so as to include foremen and assistant foremen, whose participation was based upon the foregoing method, the payments, however, being proportionately smaller. Since the latter year the plan has been somewhat extended annually among older employees of the classes named. The company reports that it has reason to believe the system is an excellent one and attains the desired end, for it has incited greater interest in the affairs of the establishment, inducing suggestions for improvements, little economies, and the exercise of more care in consuming supplies and materials.

SYRACUSE.

WALDORF MANUFACTURING COMPANY.

There are 225 people in the employ of this company, which is engaged in the manufacture of women's waists, wrappers and suits. Five years ago a lunchroom was established for the women employees, 125 of whom carry their luncheons and occupy the room during the hour allotted to them at midday. The company furnishes these employees with free coffee and tea. This plan, the management finds, is a complete success, the warm drinks helping to stimulate those who are required to eat cold food,

and resulting in better service on the part of the operators, who express themselves as highly pleased with the liberality of the company in thus providing for their well-being.

WATERLOO.

WATERLOO WOOLEN MANUFACTURING COMPANY.

The grounds of this company in the village of Waterloo, Seneca county, spread over an entire open square, and the large mill, in which 440 persons are employed—one-half being composed of women—is pleasantly situated on the south side of the raceway that flows swiftly through the center of the tract. On the north side of this watercourse is an immense grassy plot, perfectly trimmed, and interspersed with towering trees and beds of flowering plants. Bordering the opposite side of the artificial stream and continuing along the whole block a distance of 1,000 feet is a strip of land highly cultivated with plants of many varieties, the fragrant monthly rose predominating. There are various kinds of these latter bushes and they yield a superabundance of flowers. The whole time of a hired gardener is taken in caring for the grounds.

In the manufacture of woolen cloths, acids are used in the carbonizing rooms and in the dye house. It is necessary, in order to protect their feet, for the men engaged about the vats in the carbonizing rooms to wear wooden shoes. These are made in the distant West, and they are purchased at large expense and furnished free by the company, which states that the men would find it impossible to otherwise obtain this footwear unless they themselves made it. Other working costumes supplied without charge by the concern consist of rubber gloves and aprons, which are worn by the employees who work in the dye and acid departments.

Fifty-seven and one-half hours constitute a week's labor in the mill; the company and its employees are on the best of terms, and the workers appreciate the several features that have been introduced for their betterment.

NEW YORK STATE DEPARTMENT OF LABOR.

SEVENTEENTH ANNUAL REPORT

OF THE

BOARD OF MEDIATION AND ARBITRATION

FOR TWELVE MONTHS ENDED SEPTEMBER 30,

1903.

TRANSMITTED TO THE LEGISLATURE MARCH 21, 1904, AS PART OF THE THIRD ANNUAL REPORT OF THE DEPARTMENT OF LABOR.

ALBANY
OLIVER A. QUAYLE
STATE LEGISLATIVE PRINTER
1904

STATE OF NEW YORK.

No. 61 B.

IN ASSEMBLY,

MARCH 21, 1904.

SEVENTEENTH ANNUAL REPORT

OF THE

BOARD OF MEDIATION AND ARBITRATION.

STATE OF NEW YORK,
DEPARTMENT OF LABOR,
ALBANY, *March* 21, 1904.

To the Speaker of the Assembly:

SIR.—In accordance with the provisions of chapter 9 of the Laws of 1901 and article 10 of chapter 415 of the Laws of 1897, I herewith transmit to the Legislature, as part of the third annual report of the Department of Labor, the report of the Bureau of Mediation and Arbitration for the twelve months ended September 30, 1903, constituting the seventeenth annual report of the State Board of Mediation and Arbitration.

Yours very respectfully,
JOHN McMACKIN,
Commissioner.

CONTENTS.

I.

GENERAL REPORT AND RECOMMENDATIONS.

II.

STATISTICS OF STRIKES AND LOCKOUTS.

PAGE.

ANALYSIS AND REVIEW 19

TABLES:

I. Detailed statement of each dispute 32
II. Summary showing by industries the number of disputes, employees involved and aggregate days of working time lost 64
III. Causes of disputes, combined with results 68
IV. Results of disputes 74
V. Mode of settlement of disputes 78
VI. Disputes, by localities 82

III.

PARTICULARS OF IMPORTANT DISPUTES.

I. STONE, CLAY AND GLASS PRODUCTS:
Gouverneur—marble workers 89
Kingston—brick makers 90
New York city—mirror workers 90
II. METALS, MACHINERY AND APPARATUS:
Buffalo—blast furnace workers 91
dry dock employees (2) 93
Jamestown—steel cabinet makers 94
New York city—boiler makers and iron ship builders 96
horseshoers (Manhattan borough) 99
jewelry workers 101
silversmiths 102
structural iron workers (Brooklyn borough) 103
Niagara Falls—machinists 104
Rensselaer—machinists 105
Troy—foundry helpers 105
III. MANUFACTURES OF WOOD:
New York city—machine wood workers 106
Syracuse—wood carvers 111
IV. LEATHER, RUBBER AND HORN GOODS:
Amsterdam—pearl button turners 112
Gloversville and Johnstown—glove cutters 112
VI. PAPER AND PULP:
Deferiet—machine tenders and helpers 114
Fort Edward—wood handlers and tour workers 115
Niagara Falls—firemen 115

VII. PRINTING AND STATIONERY: PAGE.
Compositors on daily newspapers in New York city..... 116
VIII. TEXTILES:
New York city (Brooklyn)—jute workers..... 130
Utica—knit goods cutters 131
IX. CLOTHING, MILLINERY, LAUNDRY:
Glens Falls—shirt makers and ironers (2)..... 132
New York city—cap makers..... 133
X. FOOD, TOBACCO AND LIQUORS:
Kingston—cigar makers 134
XII. BUILDING TRADES:
Buffalo—painters 134
plumbers 135
Ithaca—building trades 135
Lockport—painters 136
New York city—general building trades (Boroughs of Manhattan and the Bronx)..... 137
(Includes arbitration by special boards of disputes of (1) the plasterers' laborers (2) painters (3) mosaic workers' helpers (4) electrical workers vs. bricklayers).
carpenters 160
excavators and rockmen 162
plasterers 166
steam and hot water fitters and helpers..... 175
Saratoga Springs—masons 176
painters 176
Utica—carpenters 177
Westchester county—building trades..... 178
XIII. TRANSPORTATION:
Buffalo—marine firemen, oilers, etc..... 184
New York city (Manhattan)—elevated railway employees... 185
New York city—marine engineers..... 186
New York city (Manhattan)—teamsters..... 189
Ogdensburg—longshoremen 190
Troy and Green Island—freight handlers..... 191
Troy—teamsters 192

IV.

JOINT TRADE AGREEMENTS.

BUILDING INDUSTRY:
1. National agreement in the carpenters' trade..... 195
2. General agreement in the structural iron workers' trade.. 199
3. Albany—building industry 201
4. Albany—carpenters 202
5. Albany—steam and hot water fitters..... 203
6. Elmira—painters and paperhangers 204
7. Ithaca—building industry 205
8. Ithaca—plumbers 207
9. New York city—(Manhattan and Bronx)—bricklayers.... 208

BUILDING INDUSTRY—*Continued:* PAGE.
10. New York city—plasterers 210
11. Rochester—roofers and sheet metal workers..... 215
12. Syracuse—painters and paperhangers 216
13. Troy—painters and paperhangers..... 217
14. Utica—carpenters 218
15. Westchester county—building trades..... 219
16. Yonkers—carpenters 220
17. Yonkers—roofers and sheet metal workers..... 221
TRANSPORTATION:
18. Albany—coal handlers 221
19. Buffalo—grain scoopers 222
20. Erie Railroad—telegraphers 224
21. Great Lakes—marine cooks and stewards..... 226
22. Great Lakes—marine firemen, oilers, etc..... 230
MISCELLANEOUS TRADES:
23. National agreement in the marble industry..... 234
24. Albany—bakers 236
25. Gloversville—bakers 236
26. New York city—boiler makers and iron ship builders.... 237
27. New York city—cloak makers..... 239
28. New York city (Manhattan)—compositors (Hebrew)..... 241
29. New York city—ladies' wrapper makers..... 242
30. Troy—paper makers 244

V.

PROPOSED LEGISLATION ON THE SUBJECT OF INDUSTRIAL ARBITRATION.

Is Authoritative Arbitration Inevitable? By Professor John B. Clark, of Columbia University 247
Bill providing for the establishment of an industrial court in Massachusetts 257
A New York bill to provide for the registration of industrial unions and facilitate the settlement of industrial disputes..... 264
A New York bill to provide for the investigation of industrial controversies 270
A New York bill to provide for the settlement, by arbitration, of controversies between public service corporations and their employees (with explanations by introducer)..... 272

VI.

STATUTES GOVERNING BOARDS OF ARBITRATION.

United States 285
California 290
Colorado 292
Connecticut 295
Idaho 297
Illinois 302
Indiana 306

United States—*Continued:* PAGE.
Iowa 311
Kansas 314
Louisiana 316
Maryland 319
Massachusetts 320
Michigan 323
Minnesota 325
Missouri 328
Montana 331
New Jersey 334
New York 338
North Dakota 342
Ohio 342
Pennsylvania 346
Texas 348
Utah 351
Washington 353
Wisconsin 354
Wyoming 357
Canada 357

Part I.

General Report and Recommendations.

TABULAR SUMMARY OF THE WORK OF THE BOARD OF MEDIATION AND ARBITRATION IN THE YEAR OCTOBER 1, 1902, TO SEPTEMBER 30, 1903.

Date of dispute.	Locality.	OCCUPATION OR INDUSTRY.	Number of employees involved.	Request for intervention received from—	Before or after strike.	Mediation or conciliation.	Settlement.	Dispute closed on—
1902. Nov. 3	New York City	Silversmiths, chasers and finishers	1,075		After	Conference arranged by Board failed to adjust differences	Conferences of employers and employees in case of 625 strikers. Return of men to work in case of 450.	December 3, 1902.
1903. Jan. 5	Glens Falls	Shirt ironers and starchers	57		After	Services of Board tendered but not needed in view of conference of parties already under way.	Conference of manager of company with union committee and president of international union.	January 7, 1903.
March 9	Syracuse	Wood carvers	18	Employees	After	Effort of Board to arrange conference failed, owing to refusal of employers	Demands granted by one firm; employees of other returned on old terms	May 26.
March 10	New York City	Boiler makers and iron ship builders	3,000		After	Conciliation by Board cleared away some misunderstanding, but failed to settle dispute.	Conference arranged by representatives of National Civic Federation	May 14.
March 16	Buffalo	Holders-on, heaters and others	1,000		After	Conference arranged by Board on March 28th; settlement effected		March 28.
March 16	Deferiet	Paper makers	325	Employees	After	Conference arranged by Board on March 25th; settlement effected		March 27.
March 17	Gloversville	Glove cutters and others	4,100		After	Conciliation failed; but terms recommended by Board were the ones adopted in final settlement.	Conference arranged by representatives of National Civic Federation	June 3.
April 1	Troy	Foundry helpers and others	213		After	Conciliation failed	Laborers returned to work under former conditions; conference of employers and national union officials in case of others.	April 15.
April 1	Troy	Teamsters	324		After	Services of Board tendered but not required, as settlement was under way	Conference of employers and union committee	April 7.
April 1	Saratoga Springs	Painters and paper hangers	115		After	Conference arranged by Board April 2, resulted in local arbitration and settlement		April 9.
April 1	Saratoga Springs	Bricklayers and masons	30		After	Conference arranged by Board April 15; settlement effected		April 15.
April 1	Lockport	Painters	70		After	Conference arranged by Board; settlement effected		April 10.
April 6	Buffalo	Painters	250		After	Services of Board tendered but declined by both parties	Conference of representatives of employers' association and painters' union	April 29.
April 13	Glens Falls	Shirt, collar and waist makers	690		After	Conference arranged by Board April 16; no settlement effected	Conference arranged by Glens Falls clergyman and district union official	June 17.
April 29	Utica	Knit goods cutters	60	Employees	After	Investigation by member of Board; conference found impossible; employers refused absolutely to deal with employees discharged for membership in union.		
May 1	Gouverneur	Marble workers	60		After	Conciliation failed; local arbitration recommended by Board was refused by employers' association.	Strike failed	August 1.
May 1	New York City	Building trades	37,037		After	Mediation failed; Board's proposition for general conference accepted by unions but rejected by employers' association.	Conferences of the parties in each trade.	
May 1	Niagara Falls	Machinists	21	Employees	After	Conciliation failed	Strikers' places filled by new hands	July 1.
May 11	Ogdensburg	Longshoremen	120	Employees	After	Conference arranged by Board May 15; settlement effected. (Dispute dated from a strike in July, 1901.)		
May 19	Amsterdam	Pearl button turners	200		After	Conference arranged by Board May 22; settlement effected		May 26.
May 26	Troy	Freight handlers	80		After	Conference arranged June 1-2; settlement effected		June 4.
June 22	Fort Edward	Paper makers	481		After	Conference arranged June 25; no settlement effected	Conference of company's superintendent with representatives of paper makers' international unions and American Federation of Labor.	June 27.
June 30	Niagara Falls	Stationary firemen and paper makers	422		After	Conciliation failed	Conference of international officers of paper makers' union and general officers of company in New York City.	July 25.
July 1	Ithaca	Plumbers	29		After	Reopening of negotiations effected by representative of Board July 10	Intervention of Master Builders' Association	July 20.
July 13	Buffalo	Shipbuilders	600		After	Board's services tendered but not accepted	Negotiation between company's managers and representatives of unions	August 25.
July 23	Buffalo	Blast furnace workers	550		After	Attempt to arrange conference failed owing to firm's refusal to deal with existing union.	Organization of new union and return of strikers to work	August 25.
Aug. 8	Rensselaer	Machinists	100		After	Investigation by member of Board showed that all negotiations were being conducted in Massachusetts and that local management had no power to make settlement.	Conference of general manager of railroad and union committees at Springfield, Mass.	August 26.
Aug. 22	Jamestown	Steel cabinet makers	630	Employees	After	Several conferences arranged with member of Board present; no settlement effected.	Part of strikers returned to work; places of others filled	January, 27, 1904.

GENERAL REPORT AND RECOMMENDATIONS.

In the twelve months ending September 30, 1903, the Bureau of Mediation and Arbitration recorded 202 separate industrial disputes in this State, exclusive of unimportant difficulties which involved but few workers and lasted only a short time. In substantially all of these disputes the Board addressed to the parties in controversy a request for information and an offer of its services in the adjustment of difficulties. In no case was the Board's tender accepted by both disputants; but there were 28 disputes which, either because of the expressed wish of one of the parties to the dispute or in the interest of the public welfare, received the personal attention of some member of the Board. The result of such intervention in the 28 disputes is shown in the appended tabular statement, which may be summarized as follows:

In 13 cases our intervention resulted in bringing all, or portions of the disputing parties together in conferences; 8 of such cases resulted in settlements of disputes. There were 4 cases of failure to arrange conferences owing to refusal of employer to reopen negotiations; 2 cases in which matters were in process of settlement before the advent of member of Board and service not required; 3 instances in which service of Board was declined (the headquarters of the establishment concerned, in one instance, being outside New York State.) In the remaining 6 cases conciliatory efforts had no perceptible immediate effects, though in 2 instances they may have helped toward a settlement. Thus in the case of the strike and lockout of glove workers at Gloversville, which was one of the most important of the year, the final method of settlement, or rather the action which brought about a final settlement by preparing the way for local arbitration, which consisted in rescinding or withdrawing of resolutions enacted by both employers' association and employees' union, was that recommended some time previously by a member of the State Board.

In each instance intervention took place after stoppage of work, although the Board assisted in arranging a successful conference on April 17, 1903, between representatives of the New York City

elevated railway employees (who had voted to strike to enforce several demands) and the officials of the Interborough Railway Company, thereby averting the strike.

Intervention was made in all but six cases upon our own initiative and in those cases upon the request of employees.

Details not stated in the tabular summary will be found in Part III of the Report containing particulars of important disputes.

METHODS OF INDUSTRIAL PEACE.

Our State has been remarkably free from labor disputes affecting so-called public utilities, especially transportation facilities, which always involve serious public discomfort and disorder, and the occurrence of which necessitated in the two preceding years the aid of the State National Guard to preserve order and protect property.

We believe that the inauguration and extension of the system of "mutual bargaining" or trade agreements in the transportation industry is largely or wholly responsible for its continued and increasing freedom from strikes and lockouts, and strongly urge the continuation and enlargement of this scheme.

MODERATION NECESSARY IN TRADE ORGANIZATIONS.

In contrast to the transportation industry, we find disputes occurring with greater frequency in some, particularly the building industries. Investigations develop the fact that lack of harmony in general plans or methods is largely responsible for this condition. In order to make clear what is meant by lack of harmony, attention is called to a condition referred to in our 1901 report, i. e., organization of employers into associations or unions for the purpose of attempting to deal with or regulate terms and conditions of employment affecting employers and employees generally. Considerable friction has developed and still exists owing to a conflict of basic principles or plan of operation of the employers' organization and that of the employees' organization.

With the exception of the Greater New York Building Trades Employers' Association, the general tendency of employers' associations appears to be to insist on what is termed "the open shop" principle, or, in other words, attempting to eliminate the labor

union as an essential factor in making contracts or trade agreements, and especially to eradicate the power or authority of the union's business agent or delegate as applied to the relation between employer and employed. The union, on the other hand, claims the right to regulate the employees' interests and in many trades the right to exact conditions which provide for employment of union workmen only. Serious and extended strikes, lockouts and legal entanglements have occurred in various parts of the country and several in our own State, growing almost directly out of conditions which resulted from the formation of employers' organizations whose declaration of principles radically conflicted with established conditions and relations existing between employer and employed, before such associations were formed.

We reiterate our statement made in former reports, that the dual organization of employer and employed, honestly and capably administered, should prove the proper avenue through which lasting industrial peace could be resumed. The question is how this may be effected without first indulging in strikes and lockouts to test the endurance of the contestants and inflicting on the community the losses and inconveniences incident thereto. We are of the opinion that there is but one general plan or method and that is the same as heretofore referred to—"mutual-bargaining" or trade agreements on the general plan that, where contentions cannot be settled, the question in dispute be submitted to arbitration.

PRINCIPLES TO BE FOLLOWED IN ESTABLISHING PEACEFUL INDUSTRIAL RELATIONS.

Our industrial system is so organized that whether we personally favor or oppose organization of either employers or employed, we are forced to recognize the futility of attempting to deal with the subject of regulating terms and conditions of employment in large industries by dealing with individual employees, or for that matter individual employers. When the records show the general tendency toward organization, nearly 400,000 union employees reporting to our Department at the present time, and every city, village and hamlet having at least one organization of employers and in many localities one for each trade or industry,

it is patent to all observers that a change in methods is taking place, and it behooves those having the commercial and industrial prosperity of our State and the welfare and peace of its citizens at heart to lend every effort toward a solution of this problem that will work even-handed justice to every interest. We believe the following general principles necessary and recommend their general adoption by both employer and employed:

FIRST. The right of either party to organize and present to the other any proposition, petition or request affecting their relations as employer or employed.

SECOND. To give at all times consideration to any proposition, petition or request relating to relations between employer and employed.

THIRD. The right of the employer to enforce discipline must be always conceded, and the right to employees' representatives to protest against discrimination must be granted.

FOURTH. Every possible general condition and contingency of employment should be provided for by schedule or contract. Those not so provided for should be subject to arbitration by an impartial tribunal.

FIFTH. Employers or employees who prefer to act as individuals rather than as part of an association are given that right under the law and must be allowed to exercise it.

It may appear to some that we are attempting to force organization. In fact we are only attempting to deal with a condition which actually exists and to exert an influence with the organized forces of capital and labor which will invite toleration and discussion rather than conflict. We believe that the efforts of the Board of Mediation and Arbitration should be extended along the lines of conciliation and education by a larger degree of personal visitation to localities where strikes or lockouts exist or are threatened. In such places, through mediation, relations may be established which will result in preventing or ending industrial conflicts, and, where this cannot be accomplished owing to unfairness on the part of either party, public investigations should be held in order that the community and the State may have full knowledge of the facts concerning the question or principle in dispute.

To carry out such a policy of investigation will not necessitate additional legislation, as the Board already possesses sufficient powers. Public sentiment is unquestionably moving toward a more active intervention by the State in industrial disputes that inflict damage upon the body politic, and while we do not now advocate new legislation—further than the insertion of arbitration clauses in all charters or franchises to public service corporations,—we present in another part of the Report several recent proposals that have engaged public discusssion. These include three bills introduced in the Legislature of this State, one Massachusetts bill and the notable article on Authoritative Arbitration by Professor John B. Clark of Columbia University, a recognized leader among the economists of this country. The report also contains the text of the statutes governing arbitration boards in the several States and in the Dominion of Canada. Of the enactments of the present year the most interesting is the Canadian law for the adjustment of labor disputes on railways, as it authorizes the Minister of Labor, on his own initiative, to appoint a board of arbitration when conciliation has failed. The findings of the board are not enforceable by legal process, but depend for their efficacy on the power of public opinion.

NEEDS OF THE BUREAU OF ARBITRATION.

In order that more time and attention may be given to personal investigation, mediation and conciliation by members of the Board, it is necessary that an additional clerk be assigned to the Bureau of Mediation and Arbitration for the purpose of relieving the members in charge from the necessity of devoting time to office or clerical details which might be employed in field work herein suggested, and which in fact is required by law. It is also imperatively necessary in order to enlarge the scope of our work and conform to section 143, chapter 415, Laws of 1897, as amended by chapter 9, Laws of 1901, that either an addition be made to the appropriation for traveling and other expenses of the officers of the Department, which will be available for the purpose, or that a separate appropriation be made for such specific purpose.

Respectfully submitted,

JOHN MCMACKIN.
JOHN WILLIAMS.
JOHN LUNDRIGAN.

Part II.

Statistics of Strikes and Lockouts.

STATISTICS OF STRIKES AND LOCKOUTS.

In the year ended September 30, 1903, the Board of Mediation and Arbitration collected reports concerning 202 industrial disputes, including in that term both strikes and lockouts in their popular meaning. The number of working people directly involved in these disputes was 100,133, while 18,258 more were thrown out of work as a result of the dispute although they did not take an active part therein. The importance of a dispute depends, however, not only upon the numbers engaged but also upon its duration and can be most accurately measured by the total amount of working time lost. The number of work-days lost by the workers directly concerned in the disputes of 1903 was 3,464,391, while those indirectly affected lost 685,653—making a total of 4,150,044 work-days, as compared with 573,285 days lost in the disputes of 1902. It therefore appears that the record of disputes in 1903 was an unusual one, having caused from seven to eight times as great loss to production as in the preceding year. A few comparisons between the more notable disputes in the two years will bring out the fact with even greater clearness.

In 1902 the largest amount of time lost in a single dispute was 32,000 days (in the case of a six week's dispute in the building industry of Niagara Falls). In 1903 there were 10 different disputes that caused a greater loss to production, as revealed in the following list:

Locality.	Trade.	Employees directly concerned.	Duration (weeks).	Estimated days of work lost by those directly concerned.
1. New York City..	Building trades.....	25,834	22	1,240,738
2. New York City..	Excavators and rockmen.....	22,000	6⅓	836,000
3. New York City..	Carpenters	7,000	8⅔	322,000
4. New York City..	Mirror bevelers, polishers, etc....	700	21½	70,000
5. New York City..	Steam fitters and helpers.....	1,175	9	64,625
6. New York City..	Truck drivers	2,400	6⅓	53,200
7. New York City..	Boiler makers and iron ship builders	3,000	17	52,200
8. Gloversville.....	Glove cutters	1,100	11	47,400
9. Glens Falls.....	Shirt, collar and waist makers..	600	9⅓	33,600
10. New York City..	Hat and cap makers.....	1,009	5½	33,297
11. New York City..	Plasterers and laborers.....	2,600	2	31,200
12. New York City..	Horseshoers	461	13	30,000
13. New York City..	Jute spinners, weavers, etc.....	1,343	3½	28,203

Locality.	Trade.	Employees directly concerned.	Duration (weeks).	Estimated days of work lost by those directly concerned.
14. Utica	Carpenters	300	15	27,300
15. Jamestown	Steel cabinet makers	500	22⅔	26,500
16. New Rochelle	Building trades	400	10⅔	25,600
17. Rochester	Cabinet makers, etc	160	49⅛	23,680
18. New York City	Smoking pipe makers	600	8	22,800
19. New York City	Architectural iron workers	900	5⅔	19,200
20. New Rochelle and vicinity.	Building trades	1,500	2	18,000
21. New York City	Jewelry makers	563	5	16,890
22. Rochester	Painters and decorators	700	4	16,800
23. Buffalo	Blast furnace men	550	4⅛	15,400
24. Buffalo	Tailors	330	34	15,000
25. Kingston	Cigar makers	875	2½	13,125
26. New York City	Silversmiths	1,075	4⅛	13,075
27. Buffalo	Marine firemen, oilers, etc	850	2½	12,750
28. New York City	Flour millers	400	5	12,400
29. New York City	Sailor jacket makers	600	3⅛	12,000
30. New York City	Wrapper makers	600	3	11,400
31. Rochester	Plumbers and steam fitters	179	10	10,740
32. New York City	Marine firemen, oilers, etc	400	4⅛	10,400

There were therefore 32 disputes in which the strikers or the employees locked out lost upwards of 10,000 work-days, whereas in 1902 a corresponding list included only 17 disputes. The great dispute of the year involved almost all the building trades of Manhattan and Bronx Boroughs in New York City and caused a loss of 1,240,738 work-days to the men directly concerned and 466,281 work-days to others indirectly affected; a total of 1,707,000 work-days or thrice as much time as was lost in all the disputes of 1902. The strike of 22,000 rockmen and excavators in the metropolis was another extensive affair, as was also the dispute involving the rival organizations of carpenters. These three disputes account for the loss of 2,865,000 work-days out of a total of 3,165,000 in the building industry; but even the remainder of 300,000 work-days lost in the 66 other disputes is larger than usual.

In 1902 there were only 12 disputes in which more than 500 employees took part; in 1903 there were 31 such disputes. There were also 25 disputes participated in by 200 but less than 500 workers; 33 in which there were from 100 to 199 participants; 44 with 50–99 participants; 54 with 20–49; 12 with 10–19; and 3 in which fewer than 10 employees were engaged. This last mentioned class of disputes is not as a rule recorded by the Bureau except where they are protracted.

As respects the duration of the disputes in 1903, there were six that lasted more than four months; five of the six appear in the foregoing list of important disputes, namely, the Rochester cabinet makers' dispute, 49 weeks; the Buffalo tailors' strike, 34 weeks; the Jamestown steel cabinet makers' dispute, 23 weeks; the New York building trades' lockout about 22 weeks and the New York mirror workers' strike about the same time. The other dispute of long duration was that of 94 machinists' helpers in a Rochester factory, which lasted 24 weeks. Eight disputes lasted from 91 to 120 days; 15 from 61 to 90 days; 40 from 31 to 60 days; 21 from 22 to 30 days; 26 from 15 to 21 days; 35 from 8 to 14 days; 20 from 5 to 7 days; 16 from 3 to 4 days; 15 less than 3 days.*

The following table (a summary of the more extended Table II at the end of the chapter) gives the number of disputes, participants and duration in work-days classified in the several industries:

	Number of disputes.	Number of Employees			Duration in working days.
		Directly concerned.	Indirectly affected.	Total.	
1. Stone and clay products...	8	1,999	30	2,029	82,959
2. Metals, machinery, etc.....	48	12,358	2,158	14,516	330,812
3. Wood manufactures.....	7	942	.....	942	52,250
4. Leather and rubber goods..	5	1,525	3,000	4,525	174,005
5. Chemicals, oils, etc.....	2	61	10	71	1,292
6. Paper and pulp.....	14	796	1,107	1,903	25,636
7. Printing	2	212	166	378	9,790
8. Textiles	12	2,046	134	2,180	44,891
9. Clothing, millinery, etc....	16	5,406	167	5,573	133,072
10. Food, tobacco and liquors.	6	1,764	100	1,864	35,762
11. Water, gas and electricity.	3	113	.....	113	4,586
12. Building industry	69	68,361	11,358	79,719	3,165,127
13. Transportation and communication	9	4,493	28	4,521	89,178
15. Hotels, restaurants, etc...	1	57	.....	57	684
Total.....	202	100,133	18,258	118,391	4,150,044

*The following table exhibits at once the duration of, and number of participants in, the disputes of 1903:

Employees.	2 days or less.	3-4 days.	5-7 days.	8-14 days.	15-21 days.	22-30 days.	31-60 days.	61-90 days.	91-120 days.	120+ days.	Total.
1-9	....	.....	.....	1	.....	.....	1	1	.....	.....	3
10-19	3	.....	1	2	1	1	2	1	1	.....	12
20-49	5	5	7	12	6	4	10	3	2	.....	54
50-99	4	6	2	5	5	5	8	6	2	1	44
100-199	2	3	4	5	5	5	7	1	.....	1	33
200-499	1	1	5	6	3	1	4	2	1	1	25
500+	....	1	1	4	6	5	8	1	2	3	31
Total....	15	16	20	35	26	21	40	15	8	6	202

In all but one industry—printing and publishing—the amount of work-time lost in the disputes of 1903 exceeded that lost in 1902. The industries principally affected by disputes, other than the building industry, were the metal-working and machine-making industries, the glove and the clothing industries.

CAUSES AND RESULTS OF DISPUTES.

Tables III, IV and VI at the end of this chapter show the causes and results of disputes in the several industries and the various localities. A summary of Table III is given herewith:

CAUSE OR OBJECT.	NUMBER OF DISPUTES AND EMPLOYEES DIRECTLY CONCERNED. Won by employers.	Won by workmen.	Compromised.	TOTAL NUMBER OF— Disputes.	Employees directly concerned.	Days' work lost by those directly concerned.
Increase of wages..	(24) 26,383	(31) 6,485	(34) 8,099	89	40,967	1,292,635
Reduction of wages.	(3) 92	(3) 334	.....	6	426	6,654
Reduction of hours.	(23) 4,370	(10) 1,561	(6) 2,173	39	8,104	170,063
Trade unionism.....	(25) 4,054	(10) 3,151	(6) 8,104	41	15,309	516,433
Particular persons..	(6) 542	(1) 275	(1) 28	8	845	8,038
Working arrangements	(7) 1,605	(2) 130	(4) 2,911	13	4,646	149,132
Sympathetic strikes or lockouts	(4) 3,602	.....	(1) 400	5	4,002	80,698
Mixed causes.....	(1) 25,834	.....	.....	1	25,834	1,240,738
Total	(93) 66,482	(57) 11,936	(52) 21,715	202	100,133	3,464,391

The leading cause of disputes in 1903 was the effort of working people to obtain higher wages, which brought about 89 of the 202 disputes and involved 40,967 of the 100,133 workers directly concerned in all disputes. Only 6,485 of the strikers were wholly successful, but 8,100 were partially successful; the remaining 26,383 were unsuccessful. Trade unionism in some form was the second most conspicuous cause of disputes in 1903, and might indeed be called the most influential cause inasmuch as the great building trades lockout in New York City which is here classed by itself, was in some degree a question of trade union methods. This dispute was in the main a victory for the employers, who also won a majority of the other disputes involving trade unionism, although they compromised some disputes involving large numbers, and lost 10 disputes to 3,151 workmen. The workmen were not, as a rule, successful in their strikes for shorter hours, which was the third important cause of disputes. Shop rules or

working arrangements, the employment of particular persons and sympathy with other trades caused numerous disputes and there were six disputes on account of a proposed reduction in wages. In the last-mentioned case, however, 334 workmen successfully resisted the reduction as compared with the 92 compelled to accept it.

The results of disputes are shown in detail in Table IV., which is summarized below:

	Disputes.	Strikers.	Working days lost (directly).
Won by employers	93	66,482	2,587,469
Won by workmen	57	11,936	175,052
Compromised	52	21,715	701,870
Total	202	100,133	3,464,391

The employers were far more successful in 1903 than in 1902, winning nearly one-half the disputes and a much larger proportion of the more important. Only 12 per cent of the workmen directly concerned in disputes were entirely successful and 22 per cent partially successful, the remaining two-thirds being wholly unsuccessful. Measuring the disputes by the amount of time lost, the employers won outright three-fourths of the time and compromised 20 per cent of the disputes.

MODE OF SETTLEMENT.

Table V shows how the disputes were settled in each industry. The total for all industries was as follows:

	Disputes.	Workmen involved (directly or indirectly).
By direct negotiation of the disputants	105	64,876
By workmen returning to work on employers' terms	48	33,125
By replacement of employees	27	2,363
By mediation or conciliation	8	1,043
By arbitration of—		
Trade boards	4	6,038
Individuals	1	7,000
Mode of settlement not reported	9	3,946
Total	202	118,391

A majority of the disputes were as usual settled by direct negotiations between employers and the workmen, but in 1903 an unusually large proportion of the disputes were such entire

failures that they were terminated by the return of the workmen upon the employers' terms or else by their replacement with other workmen. Last year no disputes were submitted to arbitration, but in 1903 there were 4 disputes submitted to the arbitration of trade boards and 1 to individuals, as follows: (1) a strike of 138 architectural iron workers of Albany, May 1-12, for shorter hours, decided by a joint committee in favor of the men; (2) the great strike of the glove cutters in Fulton county, involving 4,100 employees, March 18 to June 3, in which the arbitrators granted a compromise increase in wages; (3) the dispute involving 1,500 workmen in the building trades of New Rochelle, from November 24 to December 6, 1902, on the question of fines, which were remitted as a consequence of the umpire's decision; (4) the strike of 300 Utica carpenters, April 1–July 15, for an increase of wages, granted in part by the arbitration board; (5) the great dispute between the United Brotherhood and the Amalgamated Society of Carpenters and Joiners, involving 7,000 workmen in New York City and finally settled by the amalgamation of the two organizations.

The 8 disputes in which mediation or conciliation brought about a resumption of work were as follows:

(1). The protracted dispute of 160 workmen in Rochester planing mills, lasting from May 6, 1903, to April 15, 1904, when it was terminated through the mediatory services of the Postmaster of Rochester.

(2). A strike of 325 paper-makers in Deferiet for the reinstatement of a discharged member of the union; terminated on the eleventh day through the intervention of the State Board.

(3). A strike of weavers in a Clayville woolen mill against a system of fines, affecting 80 employees; lasted from July 31 to August 29, when it was terminated by the intervention of a local committee of business and professional men.

(4). Strike of 50 masons' helpers in Auburn for an increase of wages, June 1-17; terminated by the intervention of the masons' union.

(5). Strike of 29 plumbers in Ithaca for shorter hours and higher wages, July 1-20; intervention of representative of the State Bureau of Arbitration.

(6). Retaliatory strike following lockout of Mt. Vernon bricklayers, April 11 to May 31; officers of the International union ordered the men back to work.

(7). The strike of 150 pipe calkers and tappers on the New York rapid transit subway for increase of wages, July 1-18; terminated through the intervention of the Central Federated Union.

(8). A strike of 179 plumbers and steamfitters in Rochester, for an advance in wages, June 1 to August 10; terminated by the mediation of the city comptroller.

There were several other cases in which the intervention of the State Board, if not directly responsible for the immediate settlement of the dispute nevertheless helped to bring nearer the adjustment of controversies and ultimately led to the resumption of work, as cited in Chapter I.

DISPUTES BY LOCALITIES AND INDUSTRIES.

Table VI exhibits the total number of disputes, with causes and results, in each city and village of the State. The localities most affected by strikes and lockouts in 1903 were the following:

	Disputes.	Workers affected.	Total working days lost.
New York City	46	90,494	3,451,973
Gloversville	2	4,130	170,100
Buffalo	15	5,552	98,200
Rochester	9	1,504	69,863

Westchester county was also notably affected by disputes in 1903, but they were scattered among so many cities and towns that no one locality presents a large total.

I. *Stone and Clay Products.*—Eight disputes were recorded in this group of industries, of which 3 were in the stone quarrying and working industry, 2 in brickyards, 1 in a pottery, 1 in a cut-glass factory and 1 in the mirror trade. The 8 disputes affected 50 establishments employing 2,618 workmen of whom 2,000 were directly concerned in the disputes and 30 more indirectly affected through stoppage of the works. The largest number of workmen involved in any of the strikes was 1,000 brickmakers at Kingston, who were out of work only 7 days and thus lost altogether but 7,000 days. Of larger significance was the strike of 700 bevelers, polishers and silverers in 28 New York mirror factories, who lost 70,000 days work-time—the greatest dispute of the year outside of the building trades. Both of these disputes are described in the text of Chapter III, as is also the strike of 260

marble workers in 7 Governeur establishments, which was investigated by a member of the State Board of Arbitration. The remaining five disputes affected only one establishment each and were on a comparatively small scale; particulars thereof are confined to Table I. All of the disputes in this group of industries were won by the employers.

II. *Metals, Machines and Conveyances.*—With the exception of the structural trades no industry or group of industries in the State experienced so many disputes in 1903 as the metal-working trades. The Bureau recorded 48 disputes in which 12,358 workmen were directly concerned and 2,158 others indirectly affected, the total amount of working time lost by both classes involved having aggregated 330,812 days. The leading cause of disputes was trade unionism (17 disputes), reduction of hours (12) and increase of wages (11) being also conspicuous causes. Nearly all of the first-mentioned disputes terminated in favor of the employees, who won 12 disputes and compromised 2, leaving only 3 lost to the workmen. The employers won 6 of the strikes for reduction of hours, lost 4 and compromised 2. Of the 11 strikes for advanced wages 6 were compromised, 2 won by the workmen and 3 by the employers. Of the whole number of disputes (48) the employers won 29, lost 9 and compromised 10.

While a majority of the strikers were workers in the trades concerned with the production of ships and other conveyances, the largest number of disputes, involving the largest loss of work time, were in the iron and steel industries. There were, however, two notable disputes among the gold and silver workers and one less important dispute in a copper-wire factory. For more than a month, 69 jewelry establishments in New York City suspended operations and kept 1,400 employees idle, until the union called off a strike in one establishment. In a strike of 1,075 New York City silversmiths for the nine hour day somewhat more than one-half were successful. Both of these disputes are described in Chapter III.

Among the iron and steel workers there were 31 disputes, but only four extended to more than one establishment, namely, horseshoers and structural iron workers in New York City, molders and valve workers in Troy and molders in Newburgh. The first of

these, involving 169 firms, was undertaken to enforce the union label; the other three to reduce the daily working time from 10 to 9 hours. Particulars of the first three disputes are given in the text of Chapter III, which also treats of the disputes of blast furnace men in Buffalo, machinists in Niagara Falls and Rensselaer and steel cabinet makers of Jamestown.

Of the 14 disputes in establishments producing conveyances, agricultural implements and electrical apparatus, only 3 involved more than one firm; these were the successful strike of 200 carriage and wagon workers, employed in 45 factories in New York City, for the nine-hour day; the sympathetic strike of boiler makers and iron ship builders in New York City and the unsuccessful strike of marine machinists in the metropolis for an advance in wages. The three disputes in the great electrical plant at Schenectady were settled expeditiously and did not involve large numbers.

III. *Wood Manufactures.*—Seven disputes occurred in this group of industries affecting only 22 firms and involving 942 workmen, who lost a total of 52,250 work-days as a consequence of the disputes. The most important controversies were the strike of 160 Rochester wood workers and cabinet makers for higher wages and shorter hours lasting almost a year and resulting in the loss of 23,680 days of working time, and the lockout of 600 union pipe and pipe case makers by 5 New York factories for the purpose of establishing a non-union shop. The former dispute had a favorable result in 7 out of the 11 factories concerned and the latter was won by the workmen. Another dispute in the wood working industry occurred in New York City as a result of the controversy between rival organizations of carpenters (tabulated in Table I as dispute No. 152), upon the termination of which the wood workers' disagreement was submitted to arbitration as narrated in Chapter III.

IV. *Leather and Rubber Goods.*—The only one of the 5 disputes recorded in this group of industries that ranks among the important controversies of the year was the combined strike and lockout in the glove industry of Fulton county, which was investigated by a member of the Board of Mediation and Arbitration and by him described in Chapter III. In respect of numbers

affected and time lost, this was the most important labor disagreement in the state outside of New York City and was surpassed by only a few of the metropolitan controversies.

V. *Chemicals, Oils, Explosives.*—Only two disputes were recorded in this group of industries. One of these was the strike of 21 machinists employed in the various factories of Niagara Falls, as described in the text of Chapter III, under Group II. The other dispute was a brief and unsuccessful strike of 40 workers in an Oswego match factory for an advance of 10 cents a day in wages.

VI. *Paper and Pulp.*—In the paper making industry, 14 disputes were recorded in 1903 in which 800 workmen were directly concerned and 1,100 more indirectly affected, the entire amount of time lost in working-days being 25,636. One-half of the disputes were due to demands for shorter hours, most paper mills being operated 24 hours a day by two shifts or tours of 12 hours each. Ten of the disputes were won by the employers, 3 by the workmen and 1 was compromised. The Board of Mediation intervened in three of the more important disputes (Deferiet, Fort Edward and Niagara Falls), as narrated in Chapter III.

VII. *Printing and Binding.*—Only two disputes were recorded in the typographical trades, one being a four-day strike of 138 female check-book makers in Niagara Falls for a readjustment of prices and the other a strike of 74 type founders in a New York factory for the union scale and union shop. In the latter case the plant was removed to New Jersey and there operated without recognition of the union. Early in the year there was a disagreement as to wages and hours between employers and workmen in the Jewish printing offices in the metropolis. Work was interrupted, however, for only a portion of a day and the dispute is not therefore included in the statistics of strikes, but the agreement reached is reprinted in Chapter IV. The fact that the workmen and employers in the printing business are organized in national associations and have a joint trade agreement providing for the arbitration of controversies explains the almost total absence of strikes in this industry. The demand for higher wages made by the daily newspaper compositors in New York City was thus submitted to arbitration with the result stated in Chapter III.

VIII. *Textiles.*—The 12 disputes in the textile industries were distributed thus: Knit goods, 4; silk goods, 4; linen goods, 2; jute goods, 1; woolen goods, 1. The total number of workers directly concerned was 2,046, of whom 1,343 were jute workers; the total time lost amounted to 44,891 days of which 28,203 days were lost in the jute workers' dispute in Brooklyn (See Chapter III). The only dispute that affected more than one establishment was an unsuccessful strike for higher wages on the part of 100 jack spinners employed in Amsterdam knitting mills. A majority of the controversies in this group of industries turned on questions of wages. Six of the 12 disputes, including all the larger ones, were won by employers, 3 by the workmen and the remaining three resulted in compromises.

IX. *Clothing, Millinery, Laundry, Etc.*—The 16 disputes recorded in this group of industries involved 5,600 working people and resulted in a loss of 133,000 workdays. One-half of this aggregate loss was due to two controversies—the strike of 600 shirt makers in a Glens Falls factory and that of 1,000 cloth hat and cap makers in various metropolitan factories (See details in the following chapter). Most of the other disputes in the garment trades were in New York City, the center of the clothing industry of the United States; but the tailors' strike in Buffalo was notable for its continuance through 34 weeks. Five of the 16 disputes were due to a demand for higher wages; 1 for shorter hours; 7 for the recognition of union principles; 1 for the employment of particular individuals; 1 for certain shop arrangements and 1 was sympathetic. Nine of the disputes were won by the working people and only 3 by employers, the remaining 4 being compromised. The eight-hour day was established by the clothing cutters in New York City without stoppage of work, as narrated in the current report of the Bureau of Labor Statistics.

X. *Food, Tobacco and Liquors.*—Only 6 disputes took place in this group of industries, two each in bakeries, cigar factories and flour mills. The total number of employees affected was 1,864 and the total loss in working-time 35,762 days. More than half (975) of the workers engaged and nearly half of the time lost (14,625 days) are accounted for by the strike in the Kingston factory of the American Cigar Company described in the next

chapter. There was also a strike for higher wages in 10 New York City cigar factories which involved 356 employees. Four hundred flour millers and helpers in two metropolitan mills struck for shorter hours, but without success. Albany bakers abolished night work after a two-days' strike (See Agreement in Chapter IV). In Buffalo 65 laborers employed in a flour mill failed to secure an advance in wages and 38 bakers in New York City failed to secure the dismissal of an obnoxious foreman.

XI. *Water, Gas and Electricity.*—There were only three strikes involving 113 workmen in gas and electric works and these all failed. Gas workers in Rochester were on strike from June 12 to Sept. 30 with the object of reducing hours from 10 to 8 a day, and in Syracuse from June 20 to August 18 for an increase in wages, while 55 linemen in Binghamton were out four days in an unsuccessful effort to secure the reinstatement of discharged union men.

XII. *The Building Industry.*—One-third of the disputes, two-thirds of the strikers and three-fourths of the work-time lost by reason of conflicts in 1903 were contributed by the building trades, which constitute the leading industry of New York City where the principal disputes took place. Beginning with the dispute between rival organizations of carpenters on April 1st, operations in the building industry in the Boroughs of Manhattan and the Bronx were subject to a succession of interruptions throughout the remainder of the year. On May 1st the excavators and rockmen ceased work and a few days later the lumber yards and building material firms shut down as a reply to the demands of their employees which were supported by the skilled trades. Before these disputes terminated, an association composed of 28 employers' organizations had been formed and this association insisted upon the adoption of a scheme of arbitration between the unions and the employers' associations as a condition to the resumption of work. Many of the unions signed the agreement in the early part of July, but a number of the skilled trades withheld their endorsement of the scheme and thus hindered operations for some weeks longer. Finally the employers recognized new unions in those trades and by September were carrying on operations with the assistance of a large majority of the mechanics

and laborers usually employed by them. The building trades in Brooklyn and Queens Boroughs were fully employed throughout the summer, but in the great residential district of Westchester county north of the Borough of the Bronx there were numerous conflicts in the spring owing to demands on the part of the workmen for higher wages and shorter hours. In Utica and Rochester there were also protracted disputes in one or more of the building trades; Buffalo, Syracuse and Albany being less disturbed.

While the employers were successful in only 21 of the 69 disputes recorded, these included the more important conflicts; the employees won 26 of the disputes and compromised 22, nearly all of these 48 having been occasioned by demands for higher wages.

XIII. *Transportation.*—Nine disputes in the transport industry were recorded in 1903, none of wide-reaching effect in comparison with the Albany street railway strike of 1901 and the Hudson Valley railway strike of 1902. In fact there was not a single dispute in 1903 that caused a suspension of passenger service, the threatened conflict on the elevated railway of New York City being averted by conciliation after the employees had actually voted in favor of a strike. There was, however, some interruption to freight traffic as a result of the strike of the marine engineers in New York harbor for better conditions and the opening of navigation on the Great Lakes was delayed for a few days by the failure of the marine firemen to come to terms with the owners of vessels. The principal loss of work-time in transportation, however, was caused by the dispute of truck drivers in New York City, who sought a moderate advance in wages and a reduction of their excessively long hours of labor. All the more important disputes in transportation were compromised, the employers winning 3 and the employees 1 of the smaller disputes.

TABLE I.—DETAILED STATEMENT OF DISPUTES REPORTED

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
I. STONE AND									
ELMIRA. Cut glass factory	1	.....	54	Glass cutters	45	.....	45	Aug. 1–17, '03	13
GOUVERNEUR. Marble quarries and works.	7	.....	60 *200	Marble finishers Others.	60	.....	60	May 1, '03, to Aug. 1, '03.	79
JAMESTOWN. Brickyard	1	.....	70	Brickmakers	50	.....	50	May 25, '03, to June 22, 03.	25
KINGSTON. Brickyards †	10	10	1,000	Brickmakers	1,000	.....	1,000	May 20–28, '03	7
MUSCOOTA DAM. Stone quarry †	1	1	100	Quarry laborers	70	30	100	Apr. 24–25, '03	2
NEW YORK CITY. Mirror factories	28	28	375 225 100	Bevelers Polishers Silverers	375 225 100	....	375 225 100	Je. 18, '03, to Nov. 14, '03.	129
SAUGERTIES. Bluestone mill	1	1	32	Stone cutters	32	.....	32	Mch. 5–18, '03	12
SYRACUSE. Pottery	1	.....	a 42 b 360	Transferers Others.	42	.....	42	June 17–27, '03	10
II. METALS, MACHINERY									
1-2. Metal									
NEW YORK CITY. Jewelry factories	69	69	1,400	Jewelry workers	563	837	1,400	Aug. 10, '03 to Sep. 12, '03.	30
Silverware factories	9	.....	‡	Silversmiths	c 1,075	.....	1,075	Nov. 3, '02 to Dec. 3, '02.	26
ROME. Copper wire works	2	2	d 120	Wire workers and laborers.	d 41	.....	41	March 24, '03 to Ap. 6, '03.	*12
3. Iron and									
ALBANY. Architectural iron w'ks.	1	1	156	Iron workers	103	35	138	May 1–12, '03.	9
Bridge and structural iron work.	1	1	92	Bridge workers	92	.....	92	Feb. 28, '03, to April 15, '03.	39

*Estimated. †As reported in press dispatches. ‡Not reported. a 42 thereof

IN THE YEAR OCTOBER 1, 1902, TO SEPTEMBER 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETT MENT— REMARKS
Directly.	Indirectly.	Total.			
CLAY PRODUCTS.					
585	.....	585	For reduction of hours from 59 to 55 per week.	No change of hours.....	Strikers' places filled with non-union hands.
3,120	.....	3,120	For reduction of hrs. from 10 to 9 per day without decrease of wages.	Strike failed.....	Strikers returned to work Mediation unsuccessful. (See chap. III.)
1,250	.....	1,250	For increase of wages and shorter hours.	No change in wages or hours.	Strikers' places filled with non-union hands.
7,000	.....	7,000	For advance in wages of 15 cents per day.	No advance.....	Strikers returned to work. (See chap. III.)
140	60	200	For reinstatement of three discharged employees.	Strike failed.....	Strikers' places filled with new hands.
a70,000	.....	70,000	For abolition of "employment certificate" required of employees when hired.	Strike failed.....	Declared off by unions. Some strikers resumed work during dispute, places of others filled. (See chap. III.)
384	.....	384	For reduction of hours from 9 to 8 per day.	No change of hours.....	Strikers went to work elsewhere; new hands hired.
420	.....	420	Against rearrangement of work involving transfers from one department to another and alleged reduction of wages.	New system of work retained.	Conference of superintendent and strikers.
AND APPARATUS.					
Goods.					
16,890	25,110	42,000	Sympathetic lockout caused by strike at one factory for discharge of a union member in arrears for dues.	Strike failed.....	Strikers returned to work. (See chap III.)
13,075	.....	13,075	For reduction of hours from 10 to 9 per day with 8 on Saturday.	53 hours per week for 500 strikers; 54 for 125; no change for 450.	Conference of employers and union committee or return of strikers to work. (See chap. III.)
492	.....	492	For reinstatement of discharged union member.	Strike failed.....	Some strikers returned to work; places of others filled beginning Mch. 25.
Steel Products.					
927	315	1,242	For reduction of hours from 10 to 9 per day without reduction of wages.	Hours reduced to 9 without change of wages on June 9.	Arbitration by joint committee. Firm offered reduction for July 15, date of expiration of existing agreement; men insisted on immediate change.
3,588	.....	3,588	Strike against reduction of riveting gang from 4 to 3 men.	Strike failed.....	Conference of international union president and company officials in New York City, Albany strike having merged with similar disputes elsewhere. (Agreement in chap. IV.)

women. b 145 thereof women. c 75 thereof women. d 4 thereof women.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
II. METALS, MACHINERY									
3. Iron and Steel									
ALBANY—Continued.									
Stove foundry	1	1	108	Iron molders	108	.....	108	March 25–31, 1903.	6
BUFFALO.									
Blast furnace	1	1	550	Blast furnace men	550	.....	550	July 23, '03, to Aug. 25, '03.	28
Steam pump works	1	.....	125	Iron molders	60	.....	60	Dec. 5, '02, to Mch. 2, '03.	73
			525	Others.					
Steel works	1	.....	1,250	Boiler makers	350	.....	350	Oct. 15, '02, to Nov. 2, '03.	18
Structural iron works	1	1	120	Iron workers	115	.....	115	Je. 18, '03, to July 31, '03.	38
COXSACKIE.									
Valve works	1	.....	38	Brass foundry hands	28	.....	28	Mar. 3–10 '03.	6
			44	Brass machine hands	36	.....	36		
			52	Iron foundry hands	1	.....	1		
			56	Iron machine hands	31	.....	31		
			68	Others.					
			(8)	Thereof females.					
Valve works	1	.....	25	Iron molders	25	.....	25	May 2, '03, to Sept. 7, '03.	97
			275	Others.					
ELMIRA.									
Engine works	1	.....	45	Machinists, apprentices and laborers.	32	.....	32	Jan. 17, '03, to Feb. 28, '03.	36
			25	Foundry hands.					
GENEVA.									
Boiler works	1	1	22	Boiler makers	22	.....	22	Apr. 30, '03, to May 11, '03.	13
Stove foundry	1	1	16	Stove mounters	16	.....	16	Apr. 9, '03, to June 1, '03.	*45
			87	Molders, polishers and laborers.	.....	87	87		
HERKIMER.									
Bridge and structural iron work.	1	1	80	Bridgemen	80	.....	80	Feb. 26, '03, to March 6, '03.	8
JAMESTOWN.									
Metallic fixture works	1	1	630	Steel cabinet makers	500	130	630	Aug. 22, '03, to Jan. 27, '04.	157
NEWBURGH.									
Foundries	3	.....	79	Iron molders	62	.....	62	Dec. 1, '02, to Jan. 3, '03.	37
			351	Others	.....	81	81		

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
AND APPARATUS—Continued.					
Products—Continued.					
648	.....	648	For increase in piece rates on certain work.	Strike failed	Strikers returned to work pending settlement by international union officers, but latter never reopened negotiations.
15,400	.....	15,400	For reinstatement as foreman of union secretary. Company ignored union because latter, by striking, broke arbitration agreement.	Strike failed	Strikers returned to work after forming new union, which the company recognized. (Chap. III.)
4,380	.....	4,380	Demand for union shop ..	Union shop established....	Conference of firm's manager and national vice-president of molder's union. Agreement signed.
6,300	.....	6,300	Demand for recognition of union and discharge of foreman.	Strike failed	Strikers places filled.
4,370	.....	4,370	Demand for 10 per cent increase in wages and recognition of union.	Wages advanced 8 per cent.	Conference of firm with representation of union.
576	.....	576	Demand for reinstatement of 11 discharged union members.	Four of the discharged members reinstated.	Conference of representative of National Metal Trades' Ass'n and international union officers.
2,425	.....	2,425	Demand for advance in wages.	Compromise	Strikers resumed work pending settlement of wage question by firm and international union officers. Work was resumed from Aug. 17 to Sept. 1, with second stoppage Sept. 1-7.
1,152	.....	1,152	Chiefly for abolition of premium system; also for 9 in place of 10 hours and strictly union shop.	Strike failed	Strikers places filled with non-union hands.
286	.....	286	For reduction of hours from 10 to 9 without decrease in wages.	Nine-hour day without reduction in wages.	Conference of representatives of the firm and the union.
720	2,175	2,895	Strike against 20 per cent reduction in certain piece rates.	Strike failed	Strikers places filled with non-union men.
240	.....	240	For increase of wages from 33⅓ to 40 cents per hour.	Wages advanced to 40 cents.	Conference of member of firm and representative of union.
26,500	1,820	28,320	For reduction of hours from 10 to 9 per day, with 20 per cent advance in wages for those receiving $2 and under, and 10 per cent increase for all others.	Strike failed	Strike declared off by union Jan. 27, 1904. Firm resumed Sept. 8 with 130 former employees; began filling places with old or new hands Sept. 22. (See chap. III.)
1,690	2,420	4,110	For 9 in place of 10 hours per day.	Nine-hour day established.	Conference of employers with union representatives. Strike ended in two establishments on Dec. 29 and 31. Particulars for several other smaller firms involved not reported.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
II. METALS, MACHINERY									
3. Iron and Steel									
NEWBURGH—Continued.									
Machine works	1	.....	145	Machinists, molders, carpenters, etc.	16	.....	16	May 2-30, '03.	25
NEW YORK.									
Horseshoeing	139	139	461	Horseshoers	461	.....	461	Dec. 8, '02, to Mch. 7, '04.	78
Horseshoeing	§1	†	190	Horseshoers	150	.....	150	Ap. 20, '03, to May 8, '03.	17
Machine shop	1	.....	112	Machinists and helpers.	60	12	72	Ap. 15-16, '03	2
Sheet metal ware factory.	1	.....	30	Metal polishers and buffers.	28	.....	28	Ap. 11, '03, to May 23, '03.	37
			107	Others.					
Structural iron works	§1	.....	1,500	Inside iron workers	130	.....	130	May 8, '03, to June 18, '03.	36
Structural iron works**	1	1	900	Inside iron workers	900	.....	900	May 12, '03, to June 19, '03.	34
NORWICH.									
Hammer factory	1	.....	137	Hammer makers	115	.....	115	May 25, '03, to Aug. 1, '03.	*60
PEARL RIVER.									
Machine shop	1	.....	205	Machinists	88	.....	88	Ap. 9, '03, to June 25, '03.	67
			97	Others	1	.....	1		
POUGHKEEPSIE.									
Foundry	1	1	22	Iron molders	22	.....	22	June 17-18, '03	2
			21	Others	.....	21	21		
ROCHESTER.									
Blast furnace	1	.....	73	Cast and stock h'se men	70	.....	70	May 19-21, '03	3
			8	Yardmen.	7	.....	7		
			71	Others.					
Machine shop	1	.....	111	Machinists and helpers.	94	.....	94	Apr. 11, '03 to Oct. 1, '03.	148
SYRACUSE.									
Hardware factory	1	.....	73	Iron molders	73	.....	73	May 16, '03 to Oct. 1, '03.	118
			127	Others.	.....	40	40		
TROY AND WATERFORD.									
Valve works	¶	.....	161	Foundry laborers	161	.....	161	Apr. 1-15, '03.	13
			67	Valve workers	37	.....	37		
			430	Others.	15	185	200		

* Estimated. † Not reported. ** As reported in press dispatches.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
AND APPARATUS—Continued.					
Products—Continued.					
290	.....	290	Demand for nine-hour day immediately, instead of on June 1, the date set by the firm for its inauguration.	Strike failed.....	Five strikers returned to work during the first week in May, seven others were re-employed on June 1; the rest lost their positions.
*30,000	.....	30,000	For use of union label and increase of wages.	Union agreement signed by 43 firms with 175 employees. Strike failed in other shops.	Direct negotiations of the parties or employment of new hands. (See chap. III.)
2,550	.....	2,550	For increase of wages, nine-hour workday and use of union label.	Demands granted for all but 20 of the strikers.	Negotiations between employers and union representatives.
120	24	144	That none but members of the International Association of Machinists be employed.	Strike failed.....	Strikers' places filled by new hands.
*504	.....	504	Demand for recognition of the union.	Strike failed.....	Strikers' places filled by new hands, new men being taken on at once.
4,680	.....	4,680	Demand for Saturday half-holiday and increase in wages	Strike failed.....	Strikers returned to work. Strikers were organized.
19,200	.....	19,200	For Saturday half-holiday and increase in wages for finishers and helpers, upon the presentation of which the works were closed.	Strike failed.....	Strikers returned to work. Strikers were organized. (See chap. III.)
6,900	.....	6,900	For reduction of hours from 10 to 9 per day without decrease in wages.	Strike failed.....	Strikers' places filled with new hands.
*5,000	.....	5,000	For recognition of union.	Strike failed. Firm agreed to take back not over 30 of the strikers who had not found work elsewhere.	Conference between officials of firm and international union officers.
44	42	86	Demand for higher rate on certain piecework.	Compromise rate..... ...	Conference of company's manager and union shop committee.
231	.....	231	Demand for reinstatement of discharged foremen.	Strike failed.....	Strikers returned to work or their places were filled.
*6,920	.....	6,920	For employment of union members only and abolition of the premium system.	Strike failed.....	Strikers' places filled with non-union hands.
8,614	4,720	13,344	For strictly union shop...	Strike failed.....	Strikers' places filled with new hands.
2,241	1,850	4,091	For reduction of hours to 9 per day.	Strike failed save for slight advance in overtime rates for valve workers.	Foundry laborers returned to work. Direct negotiation in case of valve workers. Molders who during the strike had declared they could not resume work with non-union helpers were directed to return by their national officers. (See Chap. III.)

) Particulars for a number of other firms involved not reported.

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
II. METALS, MACHINERY									
3. Iron and Steel									
WALDEN.									
Engine works	1	.....	9	Coremakers	9	.....	9	July 27, '03 to	54
			30	Iron molders and foundry men.	.....	30	30	Sept. 27, '03.	
			71	Others.					
WATERTOWN.									
Machine works	1	.....	35	Iron molders	35	.....	35	Aug. 22, '03 to	34
			50	Foundry men	.....	50	50	Oct. 1, '03.	
		.....	240	Others.					
4–10. Conveyances, Instru									
RENSSELAER.									
Railway repair shop	1	.....	100	Machinists	100	.....	100	Aug. 8–26	23
	....	.....	200	Others.					
NEW YORK CITY.									
Carriage and wagon factories.	45	†	†	Carriage and wagon workers.	200	.....	200	April 6–14	14
SYRACUSE.									
Automobiles	1	.....	180	Machinists	91	.....	91	April 8–30	26
BUFFALO.									
Shipbuilding	1	1	1,000	Heaters and holders on.	60	.....	60	March 16–28	12
				Ship carpenters and calkers.	50	.....	50		
				Others.	890	.....	890		
Shipbuilding	1	1	600	Shipbuilders	200	400	600	July 13 to Aug. 25.	37
NEW YORK CITY.									
Shipbuilding	1	.....	260	Blacksmiths and iron-workers.	194	.....	194	May 1–30	26
Shipbuilding	43	.....	2,300	Boiler makers and iron ship builders.	2,300	.....	2,300	January 26 to May 14	102
			*5,000	Others.	700	.....	700		
Shipbuilding	18	.....	500	Marine machinists	500	.....	500	Je. 1 to Nov. 1	105
			†	Others.		†			

* Estimated. † Not reported.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
AND APPARATUS—Continued.					
Products—Continued.					
486	1,620	2,106	For advance of wages from $2 to $2.50 per day.	Wages advanced to $2.25..	Conference with the firm of the business agent of the Iron Molders' Conference Board for New York and vicinity.
1,190	1,700	2,890	For increase of wages from $2.65 to $2.75 as the union minimum, resulting in a lockout.	Foundry closed to union members.	Strikers' places filled with non-union hands.
ments and Apparatus.					
2,300	.....	2,300	For reduction of hours from 10 to 9 per day without decrease of pay.	Reduction of hours to 9, but with corresponding decrease in pay.	Conference in Springfield, Mass., of general manager of the railroad and union committees. (See chap. III.)
2,000	.....	2,000	For reduction of hours from 10 to 9 per day.	Hours reduced to 9 for Monday to Friday with 8 on Saturday.	Negotiations between employers and union representatives.
2,366	.....	2,366	For reinstatement of discharged union men chiefly. Also demand for 9-hour day in place of 10.	Strike failed	Strikers' places filled by new hands. Strike was never declared off.
2,950	.....	2,950	For reinstatement of discharged union man.	Strikers and discharged employee returned to work under agreement for arbitration of latter's case, but arbitration was never carried out.	Conferences arranged by members of the State Board of Mediation and Arbitration. (See chap. III.)
7,400	14,800	22,200	For increase in wages	Compromise; terms not made public.	Negotiations between the company's managers and representatives of the unions involved. (See chap. III.)
5,044	.....	5,044	For recognition of union.	Strike failed	Strikers returned to work.
52,200	.....	52,200	Originally demand by employees of one firm for discharge of two non-union men and employment of union men only. On March 10 sympathetic strike in support of above at other yards.	Sympathetic strike ended March 18, with understanding that original dispute be taken up by a conference of the committees from N. Y. Metal Trades' Association and Marine Trades' Council. Original dispute settled by firm signing general agreement between N. Y. Metal Trades' Association and the unions which require no discrimination against union members but does not include employment of union men only.	In case of sympathetic strike conference arranged by representatives of the National Civic Federation Agreement involving settlement of original dispute made at conference of committees from N. Y. Metal Trades' Association and District Lodge No. 2 of Brotherhood of Boiler Makers and Iron Ship Builders. (See chap. III.)
*2,730	.....	*2,730	For minimum wage of $3 per day.	Strike failed.§	Conferences of international president of the union with secretary of the N. Y. Metal Trades' Association. Most of the strikers had found work elsewhere; the remainder returned to work so far as their places had not been filled.§

§ As reported in press dispatches.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
II. METALS, MACHINERY									
4-10. Conveyances, Instruments									
POUGHKEEPSIE.									
Agricultural implement works.	1	.....	40	Iron molders.....	26	.....	26	Nov. 11-30...	*17
			360	Others.					
Separator works.....	1	.....	350	Machinists, metal workers, etc.	240	.....	240	July 10 to September 1	45
NEW YORK.									
Piano factory.....	1	1	400	Piano makers.....	150	250	400	December 23 to March 24	1
SCHENECTADY.									
Electrical works.....	1	.....	40	Steam fitters and helpers.	40	.....	40	May 19-28....	9
			9,960	Others.					
			(900)	(Thereof females).					
Electrical works.....	1	.....	200	Press punch operators..	200	.....	200	May 16-19 ...	3
			9,800	Others.					
			(900)	(Thereof females).					
Electrical works.....	1	.....	106	Press punch operators..	105	.....	105	July 2-7	5
			9,894	Others.					
			(900)	(Thereof females).					
III. WOOD									
BATAVIA.									
Wood working.....	1	.....	28	Wood carvers.....	28	.....	28	July 23-30, '03	7
			233	Others.					
LOCKPORT.									
Broom factory†.....	1	1	80	Broom makers.....	80	.....	80	April 29 to May 6, '03.	7
NEW YORK CITY.									
Furniture factory	1	1	90	Reed and rattan workers.	90	.....	90	Sept. 14 to Oct. 17, '03.	30
Smoking pipe factories.	5	3	900	Pipe makers and case makers.	600	.....	600	August 3 to Sept. 26, '03.	48
Upholstering.....	1	1	16	Upholsterers.....	16	.....	16	March 2 to June 24, 03.	99
ROCHESTER.									
Sash, door and blind factories.	11	.....	300	Cabinet makers and wood workers.	160	.....	160	May 5, '03 to April 15, 04.	296
SYRACUSE.									
Furniture factories.....	2	.....	18	Wood carvers.....	18	.....	18	Mar. 9, '03 to May 26, '03.	67
			382	Others.					

*Estimated.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
AND APPARATUS—Concluded.					
and Apparatus—Continued.					
442	.....	442	For union shop.	No settlement.	Strikers' places filled.
*6,240	.....	6,240	For recognition of unions and reinstatement of certain union officers discharged for presenting demand for recognition and wage scale.	Strike failed.	Strikers' places filled with new hands, plant being full about September 1. Strike declared off December 29.
150	250	400	For discharge of objectionable foreman; also questions of hours and wages.	Strike failed.	Strikers' places filled with non-union hands. Strike declared off March 24, 1903.
360	.....	360	For increase in wages from $2.00–$2.75 to $2.75–$3.00, for journeymen; and from $1.50–$1.75 to $1.75–$2.00 for helpers.	Wages advanced to $2.50–$3.00 for journeymen and to $1.75–$2.00 for helpers.	Conference of company's manager and arbitrating board of the Trades Assembly.
600	.....	600	For reinstatement of discharged union man.	Discharged man re-employed at other work.	Conference of company's manager with a grievance committee of the Trades Assembly.
525	.....	525	That employment of boy on power press be discontinued.	Employment of boy on press continued.	Strikers returned to work.
MANUFACTURES.					
196	.....	196	For reinstatement of carver discharged for slowness.	Discharged employee re-employed for a few days with understanding that he should then leave the company's employ.	Direct negotiation of the parties.
210	.....	210	For an increase in wages.	Compromise..	Direct negotiation of the parties.
2,700	.....	2,700	For piece work price list in place of task system.	Task system abolished and piece price list established.	Direct negotiation of firm and union representatives.
22,800	.....	22,800	Refusal of employers to employ any but non-union men, all union men being locked out.	Reemployment of locked-out men under former conditions.	Conferences of employers with union secretary. One factory was closed only three weeks.
1,584	.....	1,584	Against change from time to piece work, alleged to involve reduction in wages.	Strike failed.	Strikers' places filled with non-union hands.
*23,680	.....	23,680	For advance in wages and shorter hours.	Wages advanced and hours reduced as demanded by seven firms employing about 60 per cent. of the strikers.	Mediation by postmaster of Rochester.
1,080	.....	1,080	For reduction of hours from 10 to 9 hours per day without reduction in pay.	Demands granted May 1st by one firm employing six of the strikers; strike failed in the other establishment.	Conference of employer and union committee in case of firm that settled. Strikers returned to work in the other. (See chap. III.)

† As reported in press dispatches.

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
IV. LEATHER AND									
AMSTERDAM.									
Pearl button works	1	.....	200	Turners.....	200	.....	200	May 19–26....	7
			250	Others.					
			(200)	(Thereof females).					
GLOVERSVILLE.									
Glove factories.....	†	†	500	Block cutters	500	.....	500	March 18 to June 3.	66
			600	Table cutters.....	600	.....	600		
			3,000	Operators	.....	3,000	3,000		
			(2,000)	(Thereof females)	.....	2,000	2,000		
Leather manufacture*..	1	.....	58	Leather workers.....	30	.....	30	March 31 to April 10.	10
JOHNSTOWN.									
Glove factory.....	1	.....	110	Glove makers.....	20	.....	20	Oct. 17 to Nov. 7.	18
NEW YORK CITY.									
Trunk and bag factories	8	8	175	Trunk and bag workers.	175	.....	175	May 1 to July 8.	46
V. CHEM									
NIAGARA FALLS.									
Abrasives, chemicals and machinery.	3	.....	21	Machinists	21	.....	21	May 1 to July 1.	52
			430	Others.					
OSWEGO.									
Match factory.....	1	.....	350	Match makers.....	40	10	50	April 1–4.	4
			(150)	(Thereof females).					
VI. PAPER									
BALLSTON SPA.									
Bag and paper mill.....	1	1	30	Firemen and helpers ...	20	10	30	July 6–30	22
			297	Bag makers, machinists, paper and pulp makers.	.....	297	297		
			(65)	(Thereof females)	.....	(65)	(65)		
Paper mill.....	1	1	2	Firemen.....	2	.....	2	July 13–25...	12
			23	Others.....	.....	23	23		
Paper mill.....	1	1	6	Paper makers.....	6	.....	6	May 4–6.....	3
			22	Laborers	22	.....	22		
CARTHAGE.									
Paper mill	1	.....	89	Backtenders, beater men, finishers, machine tenders and winder men.	39	.....	39	July 3–8.....	5
			(7)	(Thereof females).	(7)	.....	(7)		
			31	Others.					
Paper mill	1	.....	59	Paper makers.....	27	.....	27	June 10–20...	10
			(9)	(Thereof females).	(9)	.....	(9)		
DEFERIET.									
Paper mill	1	1	325	Paper and pulp makers	325	.....	325	March 16–27.	11

*As reported in press dispatches. †As

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
RUBBER GOODS.					
1,400	.....	1,400	Against new system of checking stock.	New system retained with some objectionable features modified.	Conference of firm's manager with representatives of the strikers arranged by member of the State Board of Arbitration. (See chap. III.)
47,400	122,400	169,800	For advance in Block cutters' wages strike began March 18. Lockout of table cutters on May 6 for refusal to do block work.	Compromise increase in wages.	Arbitration before a local board appointed by the parties and an umpire named by the board. (See chap. III.)
300	.....	300	For higher wages and union shop.	An advance of 12½ cents per day as demanded.	Conference of employer and union committee.
300	.....	300	For discharge of non-union man.	Non-union employee retained.	Strikers return to work between Nov. 3 and 7.
2,205	.....	2,205	For reduction of hours from 59 to 54 hours per week and recognition of union.	Hours reduced to 54 by all three firms; union recognized by two, but not recognized by the third.	Negotiations between individual employers and union representatives. Fifty men were out in one factory from May 1 to 15; 80 were out in a second, May 22–23, and 45 were out in the third from May 29 to July 3.
ICALS, ETC.					
1,092	.....	1,092	For recognition of union.	Strike failed	Strikers' places filled by new hands. (See chap. III.)
160	40	200	For advance in wages 10 cents per day.	No change in wages	Strikers returned to work.
AND PULP.					
440	6,754	7,194	For three eight-hour tours in place of two eleven and thirteen-hour tours, with advance of wages to 25 cents per hour.	No change of hours Wages of firemen advanced from 15 cents to 17½ cents, and of helpers from 14 cents to 15 cents.	Conference of international union officers with representatives of the company.
24	276	300	Sympathy with the firemen of another firm who struck on July 6.	Strike failed.....	Strikers applied for re-employment as individuals, part of them being rehired, the others losing their places.
84	.....	84	For advance in wages from 10c. to 25c. per day.	No change in wages.....	Conference of firm with president of strikers' union.
195	.....	195	For shorter hours without decrease in pay.	No change in hours.....	Strikers' places filled by new hands.
270	.....	270	Request for shorter hours followed by discharge of two members of the union.	Strike failed.....	Strikers' places filled by new hands.
3,575	.....	3,575	For reinstatement of discharged union member.	Left to arbitration; but employee returned to work without decision.	Conciliation by member of State Board of Mediation and Arbitration. (See chap. III.)

association; number of members not reported.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
									VI. PAPER AND
FORT EDWARD.									
Paper mill	1	.....	21	Mechanics and millwrights.	21	.....	21	June 8-9	1
			460	Paper makers & others.					
			(6)	(Thereof females).					
Paper mill	1	1	100	Laborers	100	.....	100	June 22-27	6
			381	Paper mill workers	.....	381	381		
			(6)	(Thereof females)	.....	(6)	(6)		
NIAGARA FALLS.									
Paper mill	1	1	26	Stationary firemen	26	.....	26	June 30, to July 25.	23
			396	Others	.....	396	396		
			(10)	(Thereof females)	.....	(10)	(10)		
Paper mill	1	.....	110	Paper makers	20	.....	20	July 6-8	2
NORFOLK.									
Paper mill	1	.....	239	Paper makers, pulp-workers finishers and others.	119	.....	119	July 28, to August 20.	21
			(6)	(Thereof females)	(6)	.....	(6)		
SANDY HILL.									
Paper and pulp mills	1	.....	13	Press tenders and pulp handlers.	13	.....	13	May 28	1
			172	Others.					
TROY.									
Paper mill	1	.....	43	Machine hands, beater men, etc.	37	.....	37	March 23-26	4
			11	Laborers	3	.....	3		
			19	Boiler men, engineers, carpenters, and machinists.					
WATERTOWN.									
Paper mill	1	.....	16	Beater and machine hands.	16	.....	16	Feb. 1, to Sept. 1.	*12
			34	Others.					
									VII. PRINTING AND
NEW YORK CITY.									
Type foundries	1	1	158	Type founders and printers' furniture makers.	74	84	158	Sept. 28 to Dec. 1.	55
			(79)	(Thereof females)	.....	(79)	(79)		
NIAGARA FALLS.									
Check book factory	1	.....	138	General help and machine tenders (women).	138	.....	138	March 30 to April 3.	5
			(138)	(Thereof females)	(138)	.....	(138)		
			102	Others	.....	82	82		
									VIII.
AMSTERDAM.									
Knitting mills	15	.....	100	Jack spinners	100	.....	100	April 14-27	12
			*2,500	Others.					
			(1,700)	(Thereof females.)					

*Estimated.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 20, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
PULP—Concluded.					
21	.....	21	For increase of wages and shorter hours.	Wages advanced 2½ cents per hour.	Conference of superintendent with strikers' representative.
600	2,286	2,886	Against reduction in wages of 16⅔ cents per day.	Former wages restored....	Conference of superintendent with international officials of the strikers' unions and a representative of the American Federation of Labor. (See chap. III.)
598	9,108	9,706	For three tours of eight hours each in place of two of twelve hours each without decrease in daily pay.	Strike failed	Strikers return to work under an agreement between general officers of the company and international union officials. (See chap. III.)
40	.....	40	For three eight hour in place of two twelve hour tours without decrease in daily pay.	Strike failed	Strikers' places filled with new hands. Some of the strikers were later re-employed.
*1,000	.....	1,000	That newly hired non-union foreman be discharged.	Foreman retained	Strikers' places filled with new hands, plant being full handed on August 20.
13	.....	13	For discharge of non-union hand and for discharge of foreman alleged to have insulted an employee.	Strike failed, men returning to work.	Conference of firm's superintendent and president of the union.
160	.....	160	For 65 in place of 72 hours per week.	Hours reduced to 65 per week.	Conference of firm's president with union committee and national official of paper makers' union. Agreement for one year signed. (Chap. IV.)
192	.....	192	For abolition of Saturday night work.	Strike failed	Strikers' places filled and strikers found employment elsewhere. Strike was practically ended in two weeks though not officially declared off till September 1.
PAPER GOODS.					
4,070	4,620	8,690	For union schedule, including union shop clause, the latter being chief point of difference.	Firm's plant moved to New Jersey and started Dec. 1 as an open shop.	Old hands were taken back only as individuals, or new hands were hired.
690	410	1,100	For readjustment of wages, involving an increase for some classes of work.	Compromise involving an advance of 50 cents per week in some grades.	Direct negotiation of the parties. Strikers were organized.
TEXTILES.					
*980	.....	980	For 15 per cent advance in wages.	No change in wages	Strikers returned to work, some of them going to work on the 15th.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
VIII. TEXTILES									
CLAYVILLE.									
Woolen mill	1		41	Weavers	41		41	July 31 to Aug. 29.	25
			(24)	(Thereof females)	(24)		(24)		
			98	Carders, dressers, dyers, finishers, engineers, machinists and spinners.		39	39		
			(26)	(Thereof females)		(10)	(10)		
COHOES.									
Knitting mill	1	1	14	Carders	14		14	Oct. 18–22	9
			2	Cutters		2	2		
			7	Spinners		7	7		
			14	Winders and knitters		14	14		
Knitting mill	1		10	Pickers and garnet tenders.	10		10	May 25–26	1½
			420	Others.					
			(130)	(Thereof females.)					
HAVERSTRAW.									
Silk mill	1		60	Weavers	60		60	Feb. 6–20	13
			67	Winders, twisters, etc.					
			(62)	(Thereof females.)					
HORNELLSVILLE.									
Silk mill	1	1	149	Weavers, winders, quillers, twisters and loom fixers.	149		149	Sept. 26 to Oct. 5.	9
			(119)	(Thereof female)	(119)		(119)		
			29	Pickers, warpers, etc.		29	29		
			(16)	(Thereof females)		(16)	(16)		
LOCKPORT.									
Linen mill	1	1	34	Finishers, weavers, winders (females).	34		34	Mar. 10–14	5
Towel mill	1	1	16	Weavers	16		16	Mar. 9–14	6
			18	Others	18		18		
NEWBURGH.									
Silk mill	1		111	Weavers, warpers, winders, etc.	58	33	91	July 10 to Oct. 3.	74
			(54)	(Thereof female)	(24)	(20)	(44)		
NEW YORK CITY.									
Jute mills	1	1	1,343	Spinners, winders, weavers, etc.	1,343		1,343	April 30 to May 16.	21
Silk mill	1	1	200	Ribbon weavers	200		200	June 15–30	14
OSWEGO.									
Knitting mill	1		5	Jack spinners	3		3	June 8 to Sept. 1.	74
			440	Others.		10	10		
			(375)	(Thereof females.)					
IX. CLOTH									
BINGHAMTON.									
Tailoring	6	6	30	Tailors	21		21	May 18 to Aug. 1.	63
			(5)	(Thereof females.)	(3)		(3)		

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
—Concluded.					
1,025	975	2,000	Against existing system of fines for imperfect work upon change from finer to coarser style of goods, a fine imposed for coarse thread left in warp being occasion of the strike.	Compromise fine list, including agreement for submisssion of filling to boss weaver as to "pulling back," and for compensation to weavers for taking out coarse threads equal to the fine for not taking out, boss weaver and percher to assist in finding threads.	Mediation of a clergyman and business man appointed a committee by the business men of the village.
126	207	333	For increase in wages....	Compromise advance of 5 per cent.	Direct negotiation of the parties.
15	.....	15	For advance in wages of 25 cents per day.	Wages advanced 12½ cents per day.	Direct negotiation of the parties.
780	.....	780	For better materials on ground that those furnished had lowered wages at piece rates.	Strike failed.....	Strikers returned to work.
1,341	261	1,602	Rufusal to work under new superintendent.	New superintendent retained.	Strikers returned to work.
170	.....	170	Against change to piece work, alleged to involve reduction of wages.	Piece work retained with agreement of the company to pay the difference whenever earnings in any week fall below the wages paid prior to the strike.	Conference of manager with the union shop committee.
312	.....	312	Against introduction of piece system of wages for weavers.	Piece system established..	Direct negotiation of the parties. Workers were organized.
4,292	2,442	6,734	For reinstatement of three employees discharged for leaving mill during working time without permission.	Strike failed.....	Strikers returned to work.
28,203	.....	28,203	For reduction of hours from 10 to 9 per day.....	No change in hours.....	Strikers returned to work. (See chap. III.)
2,800	.....	2,800	Strike against 10 per cent reduction in piece rates.	Former rate restored.....	Negotiation of firm with union representatives.
222	740	962	For advance in wages....	Wages increased as demanded.	Not reported.
ING, ETC.					
1,365	.....	1,365	For discharge of a tailor alleged to be in arrears for a union fine incurred in Elmira. Afterwards question of wages and recognition of the union.	All but one firm recognized by the union and signed the union agreement. The other firm established an open shop.	Negotiations between employers and business agent of the union.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly	Indirectly.	Total.	Date.	Days.
								IX. CLOTHING,
BUFFALO.								
Merchant tailoring.....	40	40	300	Journeymen tailors....	300	.....	300	Sept. 9, '02, to	204
			(11)	(Thereof females)	(11)	.....	(11)	May 5, '03.	
			30	Helpers.	30	.....	30		
			(24)	(Thereof females)	(24)	.....	(24)		
FORT EDWARD.								
Shirt factory.....	1	.....	51	Shirt and waist operators (females).	34	10	44	May 13 to June 17.	36
			5	Others.	3	.....	3		
GLENS FALLS.								
Shirt factory.....	1	.....	801	Shirt, collar and waist operatives.	600	h 90	690	April 13 to June 17.	56
			(716)	(Thereof females)	(518)	(90)	(608)		
Shirt factory.....	1	.....	40	Ironers.....	40	.....	40	Jan. 5-7	3
			17	Starchers (females).....	.....	17	17		
			(17)	(Thereof females)	.....	(17)	(17)		
			893	Others.					
			(683)	(Thereof females).					
Shirt factory.....	1	.....	17	Starchers.....	17	.....	17	Mar. 26-28, '03	2
			16	(Thereof females).....	16	.....	16		
			50	Ironers.....	.....	50	50		
NEW YORK CITY.								
Cloak making.....	1	1	135	Tailors, operators, finishers and pressers.	135	.....	135	Aug. 19, '03 to Sept. 4, '03.	15
			23	(Thereof females).....	23	.....	23		
Hat and cap factories ..	10	10	1,009	Cloth hat and cap m'rs.	1,009	.....	1,009	Feb.-Mar., '03	33
			53	(Thereof females).....	53	.....	53		
Knee pants making.....	70	70	500	Operators and pressers.	500	.....	500	July 15, '03 to Aug. 8, '03.	22
Sailor jacket making...	7	7	600	Operators and basters..	600	.....	600	July 17, '03 to	20
			300	(Thereof females).....	300	.....	300	Aug. 8, '03.	
Shirt waist factory.....	1	.....	39	Cutters.....	22	.....	22	Mar. 11, '03 to	28
			650	Folders, operators, pressers (females).	50	.....	50	Apr. 30, '03.	
Vest making.....	40	40	800	Operators, basters and pressers.	800	.....	800	July 1-22, '03.	19
			300	(Thereof females)	300	.....	300		
Waist making..... ...	1	1	160	Operators	160	.....	160	Apr. 20, '03 to	36
Waist making	3	3	100	(Thereof females).....	100	.....	100	May 30, '03.	
			210	Operators.....	210	.....	210	Aug. 17-22,	6
			113	(Thereof females).....	113	.....	113	'03.	

*Estimated.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
ETC.—Continued.					
*15,000	.....	15,000	For recognition of the union chiefly. Also demand for increase in wages.	Strike failed so far as recognition was concerned. Wages were advanced about 10 per cent.	Strike declared off unconditionally. Part of the strikers returned to work early in the dispute; some found work with employers outside the Merchant Tailors' Exchange or outside of the city. Very few were still out when the strike was declared off.
1,184	320	1,504	In sympathy with Glens Falls shirt makers.	Strike failed	
33,600	5,040	38,640	For abolition of rental charges on machines and for reduction of charges on thread.	Strike failed	Conference of members of the firm and committee of the strikers arranged by the Rev. John R. Mackay and Mr. H. L. Younger of the international union's district executive board. (See chap. III.)
120	51	171	For higher piece-rate on one style.	Compromise including ½ cent increase on style in dispute and 1 cent on five others.	Conference of representatives of firm and union committee assisted by national president of union. (See chap. III.)
34	100	134	For reinstatement of discharged employee and refusal to work with non-union employees.	Compromised. Particulars not reported.	Direct negotiation of the parties.
2,025	.....	2,025	For increase of wages and recognition of the union.	Wages advanced and union recognized as demanded.	Conference of representatives of the firm and the union. (Agreement appears in chap. IV.)
33,297	.....	33,297	For increase in wages.	Wages advanced 12½ per cent.	Direct negotiation of the parties. Employees were organized. (See chap. III.)
*5,250	.....	5,250	Refusal of employers to renew existing agreement with the union.	Agreement renewed.	Conferences of employers with union committee. Strike lasted one week with 15 firms, the others signing the agreement within three weeks.
12,000	.....	12,000	For reduction of hours from 59 to 56.	Hours reduced to 56.	Conferences of employers with union committee.
2,016	.....	2,016	For strictly union shop.	Strike failed.	Strikers' places filled by new hands.
1,600	.....	1,600	For a new price list, involving a five per cent increase.	Establishment of list demanded.	Conferences of employers with union committee. Demands and settlement were made with each employee separately, and while the entire movement lasted about three weeks, cessation of work lasted about two days in each case.
5,760	.....	5,760	Employees locked out for membership in union.	Strikers reemployed as union members.	Not reported.
1,260	.....	1,260	For recognition of the union in two firms: for 20 per cent increase in wages in the other.	Union recognized and wages advanced as demanded.	Conference of employers with union committee.

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
IX. CLOTHING,									
NEW YORK CITY—*Con.*									
Wrapper making	22	22	600	Operators, finishers, button holers and examiners.	600	.....	600	July 1–22, '03	19
			350	(Thereof females)	350	.....	350		
WAPPINGER'S FALLS.									
Overall factory	1	1	275	Overall workers	275	.....	275	Dec. 27, '02 to Jan. 2, '03.	6
X. FOOD, TOBACCO									
ALBANY.									
Bakery	*20	*20	30	Bakers	30	.....	30	May 2–4	3
BUFFALO.									
Milling	1	.....	270	Laborers and truckers.	65	.....	65	May 27.	1
			500	Packers and sealers (females).					
KINGSTON.									
Cigar factory	1	1	975	Cigar makers, packers, etc.	875	100	975	June 6–23.	15
			(785)	(Thereof females)	715	70	785		
NEW YORK CITY.									
Bakery	1	1	38	Bakers	38	.....	38	Feb. 18–19.	1
Cigar factories	10	10	356	Cigarmakers	356	.....	356	Aug. 10 to Sept. 19.	36
			(6)	(Thereof females)	(6)	.....	(6)		
Flour mills	2	2	400	Millers and helpers	400	.....	400	May 1 to June 5.	31
XI. WATER, GAS									
BINGHAMTON.									
Electric lighting and power.	1	.....	55	Linemen	55	.....	55	April 29 to May 2.	4
			12	Power house hands.					
ROCHESTER.									
Gas works	1	.....	32	Retort house men	32	.....	32	June 12 to Sept 30.	*95
			98	Others.					
SYRACUSE.									
Gas works	1	.....	26	Stokers	26	.....	26	June 20 to Aug. 18.	51
			115	Others.					

*Estimated.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
ETC.—Concluded.					
11,400	.....	11,400	For new agreement and price list.	Compromise agreement involving a reduction of hours from 57 to 54 per week and an advance of 5 to 10 per cent in piece rates.	Conferences of employers with union committee. (Copy of agreement in chap. IV.)
1,650	.....	1,650	For discharge of foreman following dismissal of employee for infringement of shop rules.	New foreman appointed.	Conference of representatives of and members of national executive board of Garment Workers' union. Employees returned to work under promise of firm to adjust dispute satisfactorily within six weeks—result being new foreman.
AND LIQUORS.					
90	.....	90	Demand for abolition of night work and union label on all bread.	Night work abolished and label adopted.	Union's agreement (see chap. IV.) for one year signed by individual employers, although the latter were members of an association.
65	.....	65	For increase in wages....	Strike failed.....	Strikers replaced by new hands or nailing machines.
13,125	1,500	14,625	Originally for Saturday half-holiday; later for an hour's noon time instead of 45 minutes, increase in wages, abolition of charge for wrappers and binders and abolition of locking out of late comers in the morning or at noon.	Strikers returned to work upon promise of company to grant the Saturday half holiday and an hour at noon, to modify the charges for stock, and to raise wages in one department if such raise had been previously promised as alleged.	Conference of a committee of merchants and a representative of the strikers with the company officials in New York city (see chap. III).
38	.....	38	For discharge of new foreman.	Foreman retained.....	Strikers' places filled.
*8,544	.....	8,544	For advance in wages of from 10 to 15 per cent.	Wages advanced as demanded by all but one firm.	Negotiations between employers and union representatives. Settlements were made in some establishments before September 19.
12,400	.....	12,400	For reduction of hours...	No change in hours.....	Strikers returned to work.
AND ELECTRICITY.					
220	.....	220	For reinstatement of three discharged union men and discharge of foreman.	Strike failed.....	Part of the strikers returned to work. Others left town.
3,040	.....	3,040	Reduction of hours from 10 to 8 per day.	Strike failed	Strikers' places filled with new hands.
1,326	.....	1,326	For increase of wages from $2 25 to $2.50.	Strike failed	Strikers returned to work.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	Date.	Days.
XII. BUILDING									
ALBANY.									
Carpentry	33	33	398	Carpenters	398	.....	398	May 4-8	5
Steam and hot water fitting.	†1	1	36	Steam fitters	36	.....	36	Mar. 2-21	18
			36	Steam fitters' helpers	36	.....	36		
AUBURN.									
Carpentry	†1	†1	200	Carpenters	200	.....	200	May 15-16	2
Masonry, etc‡	10	.....	50	Mason tenders	50	.....	50	June 1-17	15
			§	Others.	§				
BUFFALO.									
Building industry	†1	.....	100	Hoisting engineers	100	.....	100	May 1-15	12
Building industry	†1	.....	§	Building laborers	150	.....	150	May 11-30	18
			§	Others.					
Painting	†1	†1	250	Painters	250	.....	250	April 6-29	21
Plumbing, etc	100	100	1,000	Plumbers, gas and steam fitters.	1,000	.....	1,000	April 1-3	3
DUNKIRK.									
Carpentry	20	§	§	Carpenters	53	.....	53	April 23 to May 1.	10
ELMIRA.									
Carpentry	†1	†1	275	Carpenters	275	.....	275	May 1-14	*12
			§	Others	.....	§	§		
Painting and decorating	26	26	65	Painters and paper hangers.	65	.....	65	April 1-4	4
Sheet-metal work	11	11	40	Tinners	40	.....	40	May 1-23	20
GENEVA.									
Carpentry	1	1	12	Carpenters	12	.....	12	April 4-11	7
Painting and decorating	3	3	33	Painters and paper hangers.	33	.....	33	April 1	1
IRVINGTON.									
Carpentry	5	5	45	Carpenters	45	.....	45	April 1 to June 23.	72

* Estimated. † An association; number of members not reported.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
INDUSTRY.					
1,990	.....	1,990	For an advance in wages of 25 cents per day.	Wages advanced 25 cents per day.	Conference of committees from the contractors' association and the unions. Agreement signed for one year. (See chap. IV.)
1,296	.....	1,296	For new agreement including an increase in wages of 50 cents per day as chief demand, regulation of number and pay of apprentices and employment of union men only.	Wages advanced 50 cents per day; compromise on question of apprentices, but employment of union men only not included.	Conference of committees from the two organizations. Agreement for one year signed. (Chap. IV.)
400	.....	400	That minimum wage be increased from 25 cents to 30 cents per hour.	Minimum advanced to 30 cents.	Conference of committee from master builders' association and the carpenters' union.
750	....	750	For increase of wages from $1.75 to $2.	Wages advanced to $2 with working time increased 20 minutes per day.	Conciliation by committee from masons' union.
1,200	.....	1,200	For increase of wages from $18 to $21 per week.	Wages advanced to $21 ...	Negotiation between employers and union representatives.
2,700	.....	2,700	For increase of wages from $1.50 to $2 per day.	No change in wages.	Strikers returned to work or their places were filled.
5,250	.....	5,250	For 20 per cent advance in wages.	Wages advanced 20 per cent.	Conference of committees from the employer's association and the strikers' union. (See chap. III.)
3,000	.....	3,000	For advance in wages of 25 cents per day.	Wages advanced 25 cents.	Conference of representatives of the employers' and strikers' organizations. See chap. III.)
530	.....	530	For nine-hour day and recognition of union.	Strike failed	Strikers' places filled with non-union hands.
3,300	.....	3,300	For reduction of hours from 9 to 8 per day, increase of wages and recognition of union.	Strike failed	Strikers' places filled with non-union hands.
260	.....	260	For reduction of hours from 9 to 8 with advance in wages of painters of 50 cents per day.	Thirteen firms granted the eight-hour day and advance of 25 cents for painters. The others, who are members of an employers' association, established open shops under former hours and rates.	Negotiation of union representatives with individual employers in case of the thirteen who made settlements. (Agreement in chap. IV.)
400	.....	400	For reduction of hours from 9 to 8 per day.	Strike failed	Strikers returned to work. Strikers were organized.
84	.....	84	For advance in wages of 25 cents per day.	Wages advanced 25 cents per day.	Conference of firm with grievance committee of the union and representative of the international union president.
33	.....	33	For advance in wages of 25 cents per day.	Wages advanced 25 cents per day.	Direct negotiation of the parties. Strikers were organized.
1,113	.....	1,113	For advance of wages from $3.00 to $3.28 per day and reduction of hours from 48 to 44 per week.	Wages advanced to $3.25 and hours reduced to 44.	Conferences of committees representing the employers and the union. (Agreement in chap. IV.)

$ As reported in press dispatches. § Not reported.

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
									XII. BUILDING
ITHACA.									
Painting	12	.....	100	Painters	96	.....	96	May 1-2.....	2
Plumbing	10	10	29	Plumbers, gas and steam fitters.	29	.....	29	July 1-20....	17
JOHNSTOWN.									
Painting and paper hanging.	6	6	40	Painters and paper hangers.	40	.....	40	March 16-20..	5
LOCKPORT.									
Painting & decorating..	10	10	70	Painters and paper hangers.	70	.....	70	April 1-10....	9
Plumbing.	9	9	17	Plumbers	17	.....	17	April 6-26....	18
MAMARONECK.									
Masonry, etc.	†	†	50	Hod carriers	50	.....	50	April 1 to June 20.	.....
MOUNT KISCO.									
Carpentry	†	†	52	Carpenters	52	.....	52	April 1 to May 7.	32
Painting	†	†	17	Painters and decorators	17	.....	17	April 1 to May 7.	32
MOUNT VERNON.									
Masonry, etc.	‡1	‡1	135	Hod carriers	135	.....	135	April 3 to May 31.	50
Masonry, etc.	‡1	‡1	70	Bricklayers and masons	70	.....	70	April 11 to May 31.	43
Plumbing, etc.	‡1	‡1	49	Plumbers	49	.....	49	April 1 to August 8.	112
			11	Helpers	11	.....	11		
Railway construction..	1	1	300	Rockmen & excavators	300	.....	300	May 1-14.....	12
Roofing, etc.	†	†	23	Sheet metal workers...	23	.....	23	April 1 to May 31.	52
NEW ROCHELLE AND VICINITY.									
Building	‡1	‡1	1,500	Carpenters, masons, painters, plumbers, tinsmiths.	1,500	.....	1,500	Nov. 24 to Dec. 6, '02.	12

†Not reported. ‡An association; number of members not reported.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
INDUSTRY—Continued.					
192	.....	192	For advance of 25 cents per day and reduction of hours from 9 to 8.	Wages advanced 25 cents immediately and hours to be 8 per day after July 1.	Conference of committees of employers with a union committee. Agreement signed. (Chap. III.)
493	.....	493	For reduction of hours from 9 to 8 per day with increase of wages from $2–$3 to $2.50–$3.	Hours reduced to 8; wages advanced to $2.50–$3.	Intervention of State Board. (See chap. III.) Agreement for one year signed. (Printed in chap. IV.)
200	.....	200	For new schedule; points in dispute being number of apprentices, payment of board on out-of-town work, and demand of contractors for piece instead of time-rate on paper hanging, or that number of rolls to constitute a day's work be specified.	Union's schedule signed.	Direct negotiation of the parties.
630	.....	630	For advance in wages of 2½ cents per hour.	Wages advanced 2½ cents on condition that no member of the painters' union should do contract work.	Conference of representatives of the two organizations suggested by a member of the State Board of Arbitration. (Chap. III.)
306	.....	306	For advance in wages of 50 cents per day.	Wages advanced 25 cents..	Negotiations between representatives of the master plumbers' association and the union.
3,500	.....	3,500	For advance in wages from $2 to $2.64 per day.	No change in wages.....	Strikers returned to work.
1,664	.....	1,664	For advance of wages from $2.75 to $3 per day.	Wages advanced to $3. ...	Direct negotiations of the parties. (Agreement in chap. IV.)
544	.....	544	For advance in wages from $2.75 to $3 per day.	Strike failed.....	Strikers returned to work. (Agreement in chap. IV.)
6,750	.....	6,750	For advance of wages from $2 to $2.50 and Saturday half-holiday.	Wages advanced to $2.25 with Saturday half-holiday.	Negotiations between employers and representatives of the union. (See chap. III.)
3,010	.....	3,010	Retaliatory strike following a lockout by one contractor because two of his masons struck in sympathy with the plumbers contrary to existing agreement.	Strikers returned to work in accordance with previous agreement which entitled them to an advance in wages on May 1.	Intervention of officials of the international union, who directed the men to resume work. (Chap. III.)
5,040	.....	5,040	For advance of wages from $3.50 to $4 for journeymen and from $2 to $2.50 for helpers.	Strike failed.....	Strikers returned to work. (Chap. III.)
3,600	.....	3,600	For reduction of hours from 10 to 8 per day.	§Hours reduced to 8 per day.	Conference of representative of the firm and president of the union.
1,196	.....	1,196	For advance of wages from $3 to $3.28 per day and reduction of hours from 48 to 44 per week.	Wages advanced to $3.28 and hours reduced to 44.	Direct negotiations of the parties. (Chap. III.)
18,000	.....	18,000	Lockout upon refusal of plumbers' union to remit fines imposed upon two members for remaining at work during a former dispute.	Withdrawal of the fines upon decision of umpire that said fines contravened the union's agreement with the employers.	Arbitration by board composed of three members each from the employers' association and the building trades council with the vice-president of the Knickerbocker Trust Company of New York city as umpire.

§ As reported in press dispatches.

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
XII. BUILDING									
NEW ROCHELLE AND VICINITY—*Continued.*									
Building	†1	†1	400	Carpenters, hod carriers, lathers, machine woodworkers, masons, painters, plumbers, tinners.	400	.....	400	April 1 to June 13.	64
NEW YORK.									
Building trades	†	†	†	All trades	25,834	b11,203	37,037	May 1c	c
Carpentry	80	20	*	Carpenters	70	.....	70	April 20–28	7
Carpentry	*	*	*	Carpenters	4,915	.....	4,915	April 1 to May 28.	46
				Cabinet makers, framers and machine wood workers.	2,085	.....	2,085		
			*	Others	.....	*			
Excavation work	213	*	19,000	Excavators	19,000	.....	19,000	May 1 to June 13.	38
			3,000	Rockmen	3,000	.....	3,000		
			*	Others	.....	*			
Iron and steel construction.	1	1	150	Housesmiths, machinists, etc.	40	.....	40	Oct. 16 to Nov. 26, '02.	36
Plastering	†1	†1	1,800	Plasterers	1,800	.....	1,800	Oct. 22 to Nov. 5, '02.	12
			800	Laborers	800	.....	800		
Plumbing	75	75	200	Plumbers	200	.....	200	Jan. 1–24	21
Roofing and waterproofing.	†1	†1	600	Tar, felt and waterproof workers.	600	.....	600	Apr. 6–16	10
Steam and hot water fitting.	†1	†1	*	Steam and hot water fitters	675	.....	675	Aug. 1 to Oct. 3.	55
			*	Helpers	500	.....	500		
			*	Others.	.....	*	.....		
Subway construction	1	1	150	Pipe calkers and tapp'rs	150	.....	150	July 1–18	18
NIAGARA FALLS.									
Masonry, etc.	†1	.....	170	Building laborers	140	25	165	Apr. 1–30	26
			35	Plasterers	35	.....	35		
			164	Others	.....	35	35		

* Not reported. † An association; number of members not reported. b Except for 1,500 non- can be assigned for termination; see tabular statement in chap. III.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
INDUSTRY—Continued.					
25,600	.....	25,600	For advances in wages of from 25 to 70 cents per day and reduction of hours from 48 to 44 per week by Saturday half-holiday.	Strike failed.....	Returned to work. Strike was conducted by the Building Trades' Council of New Rochelle.
1,240,738	466,281	1,707,019	At first demand of the material handlers for employment of union members only, followed by sympathetic action in other trades; afterwards the chief controversy developed in the refusal of employers to recognize walking delegates.	Contention for recognition of walking delegates lost.	Conferences of representatives of the unions and the associated employers. (See chap. III.)
490	.....	490	For advance of wages from $3 to $3.50 per day and Saturday half-holiday.	Wages advanced to $3.50 and Saturday half-holiday established.	Negotiation between employers and union representatives.
322,000	.....	322,000	Strike by United Brotherhood carpenters against employment of Amalgamated Society members, other trades going out in sympathy.	Amalgamation of the two organizations.	Arbitration by president of the Cigar Makers' International Union. (Chaps. III and IV.)
836,000	.....	836,000	For increase in wages for excavators from $1.25–$2 to $2, and for rockmen from $1.75–$2 to $2.50, and for eight-hour day in place of 8 to 10 hours.	Strike failed.....	The strikers returned to work, except some 2,000 whose places had been filled. (See chap. III.)
1,440	.....	1,440	For employment of union men only.	Strike failed	Strikers places filled with non-union hands.
31,200	.....	31,200	Disagreements upon many points in working rules insisted upon by the union led to general shut down by employers' association to secure a new agreement concerning same.	Compromise. An agreement (printed in chap. IV) covering all the conditions of work signed.	Joint committee composed of eight members of employers' association and eight union members. (See chap. III.)
4,200	.....	4,200	For new schedule including increase of 50 cents a day in wages, half holiday on Saturday, and employment of none but members of the local borough union, the last being the chief point at issue.	Compromise, including advance of 50 cents and Saturday half-holiday, strikers making concessions to apprentices and work on Saturday afternoon. Result as to limitation of employment not reported.	Conference of representatives of Master Plumbers' Association and employees' union.
6,000	.....	6,000	For advance of wages from $3 to $3.50.	Wages advanced to $2.75–$3.50.	Arbitration; particulars not reported.
64,625	.....	64,625	For advance of wages from $4 to $5 per day for journeymen and from $2.30 to $3 for helpers, and Saturday half-holiday throughout the year.	Wages increased to $4.50 and $2.65, with Saturday half-holiday the year round.	Conference of representatives of the unions and the employers' association. (See chap. III.)
2,400	.....	2,400	For increase of wages from $3 to $3.50 per day.	Wages advanced to $3.50.	Intervention of Central Federated Union.
4,550	1,560	6,110	That union scale be sign'd.	Strike failed and union disbanded.	Strikers returned to work or their places were fill'd.

members included therein this represents only the union members indirectly involved. c No definite date

Table I.—Continued.

LOCALITY AND INDUSTRY.	ESTABLISHMENTS INVOLVED. No.	Closed.	EMPLOYEES. Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly.	Total.	DURA Date.	Days.
									XII. BUILDING
OSWEGO.									
Masonry, etc.	†1	*	40	Building laborers	40	.....	40	Apr. 1-24	21
			60	Bricklayers and masons	.....	60	60		
			*	Others.					
PEEKSKILL.									
Carpentry	†1	3	96	Carpenters	26	.....	26	May 1-12	10
			*	Others.					
ROCHESTER.									
Carpentry	1	1	95	Carpenters and laborers	75	20	95	June 19 to Aug. 1.	38
Painting and decorating	100	100	700	Painters and decor'tors.	700	.....	700	May 1-28	24
Plumbing, etc.	35	12	*	Plumbers	109	*	109	June 1 to Aug. 10.	60
			*	Steamfitters	70	*	70		
Sheet metal work	15	15	5	Roofers	5	.....	5	May 1-4	2½
			70	Tinsmiths	70	.....	70		
RYE.									
Carpentry	†1	*	28	Carpenters	28	.....	28	Apr. 1 to June 30.	78
SARATOGA.									
Masonry, etc.	2	.....	87	Bricklayers and masons	30	.....	30	Apr. 1-15	12
			*	Laborers	.....	15	15		
Painting and decorating	14	14	115	Painters and paper hangers.	115	.....	115	Apr. 1-9	8
SCHENECTADY.									
Building contractors‡	†1	†	35	Lathers	35	.....	35	Mar. 6-26	18
Carpentry	†1	†1	150	Carpenters	150	.....	150	Apr. 1-3	3
Electrical contracting	3	2	55	Electrical wire workers	50	.....	50	Apr. 1-3	3
Gasfittings	1	1	44	Gasfitters' helpers	40	.....	40	May 29 to June 4.	6
Painting and paper hanging.	1	1	22	Painters and paper hangers.	22	.....	22	Jan. 2-Mar. 4	53
Plumbing	†1	†1	68	Plumbers and steamfitters.	68	.....	68	May 6-26	18
SYRACUSE.									
Carpentry	1	1	50	Carpenters	50	.....	50	May 9 to June 3.	21
TARRYTOWN.									
Carpentry	8	8	63	Carpenters	63	.....	63	May 1-20	20

* Not reported. † An association; number of

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
INDUSTRY—Continued.					
840	1,260	2,100	For 8 in place of 9 hours per day without reduction of wages.	Hours reduced to 8 except in case of certain masonry work, when 8¼ shall be the working time. No change in wages.	Conference of representatives of the Builders' Exchange, the laborers' and the masons' unions.
360	.....	260	For advance in wages of 25 cents per day and reduction of hours from 9 to 8.	Wages advanced and hours reduced as demanded.	Not reported.
3,610	760	4,370	Strike against use of material manufactured by "unfair" firms.	Use of "unfair" material abolished.	Conferences between firm and union representatives.
16,800	.....	16,800	For increase of wages from $2.25 to $2.75 per day.	Wages advanced to $2.75.	Negotiation between individual bosses and union representatives.
10,740	.....	10,740	For an advance in wages of 15 per cent.	Wages increased 10 per cent.	Mediation by comptroller of the city of Rochester.
183	.....	183	For advance in wages.	Wages advanced as demanded.	Negotiations by representatives of the two organizations. Agreement for one year signed. (Print'd in chap. IV.)
2,184	.....	2,184	For Saturday half-holiday.	Strike failed.	Strikers returned to work.
360	180	540	For advance in wages from 39 to 45 cents per hour.	Wages advanced to 45 cts.	Conferences of representatives of the Master Builders' association and the union arranged by a member of the State Board of Arbitration. (Chap. III.)
920	.....	920	For advance in wages of 25 cents per day and shorter hours.	Wages advanced 12½ cents per day, and hours reduced from 54 to 53 per week.	Conference of representatives of the Employers' association and the union arranged by a member of the State Board of Arbitration. (Chap. III.)
630	.....	630	For increase of wages from 40 to 55 cents per hour.	No change in wages.	Strike declared off.
450	.....	450	For increase in wages from 35 to 40 cents per hour.	Strike never declared off, but strikers all found work with new employers at 40 cents per hour by April 3.	
150	.....	150	For increase in wages of 50 cents per day.	Advance of 25 cents per day.	Conference of representatives of the employers and the union.
240	.....	240	For Saturday half holiday with pay during summer months.	Strike failed	Strikers return to work.
1,166	.....	1,166	For discharge of employee previously expelled from union for membership in the State militia.	Expelled member reinstated in union.	Conference of firm and first vice-president of the national union.
1,214	.....	1,214	For increase of wages from $3.25 to $4.00 per day and reduction of hours from 9 to 8.	Wages advanced to $3.50...	Conference of representatives of the master plumbers' association and the union.
1,050	.....	1,050	That non-union foreman join the union or be discharged.	Strike failed	Strikers returned to work.
1,260	.....	1,260	For advance of wages from $2.75 to $3.25.	Wages advanced to $3.25..	Direct negotiations of the parties. (Agreement in chap. IV.)

members not reported. ‡ As reported in press dispatches.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
LOCALITY AND INDUSTRY.	No.	Closed.	Before.	Occupation.	NUMBER INVOLVED. Directly.	Indirectly	Total	Date.	Days.
XII. BUILDING									
TROY.									
Painting	25	25	160	Painters	160	.....	160	April 1-3	3
Plumbing§	20	20	63	Plumbers	63	.....	63	April 1-4	4
UTICA.									
Building industry	‡1	†	150	Building laborers	150	.....	150	May 1 to July 15.	65
			†	Others					
Carpentry§	43	43	300	Carpenters	300	.....	300	April 1-July 15.	91
Painting and decorat'ng	28	28	145	Painters and decorators	145	.....	145	May 1	1
WATERTOWN.									
Carpentry	‡1	.....	300	Carpenters	100	.....	100	April 1 to May 1.	26
WHITE PLAINS.									
Masonry, etc	‡1	†	40	Hod carriers	40	.....	40	April 1 to May 7.	32
Painting	‡1	†	82	Painters and decorators	82	.....	82	April 1 to May 7.	32
Plumbing	‡1	†	28	Plumbers	28	.....	28	April 1 to May 1.	27
YONKERS.									
Plumbing	‡1	‡1	64	Plumbers	64	.....	64	April 1 to June 20.	70
Roofing	‡12	.....	37	Roofers, cornice and skylight makers.	37	.....	37	Sept. 1-10	9
			*12	Apprentices.					
XIII. TRANSPORTATION									
BUFFALO.									
Lake transportation	‡1	‡1	¶850	Marine firemen, oilers and water tenders.	850	.....	850	April 1-17	15
			†	Others.					

*Estimated. †Not reported. ‡An association; number of members not

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
INDUSTRY—Concluded.					
480	.....	480	For increase of wages from 30 to 35 cents per hour.	Wages increased to 35 cents.	Negotiations between employers and union representatives. Agreement signed.
252	.....	252	For advance in wages from $3.75–3.25 to $3.25 per day and reduction of hours from 9 to 8.	Wages advanced to $3.00 per day.	Negotiations between employers and representatives of the union.
8,800	.....	8,800	For increase of wages from $1.60 to $2.00 per day.	Strike failed	Strikers returned to work. Many of them had other employment during part of the dispute.
27,800	.....	27,800	For advance in wages from $2.25–2.50 to $3.00 per day.	Wages advanced 25 cents per day.	Arbitration by board composed of three representatives each of the master carpenters' association and the union. (See chap. III.) Agreement for permanent arbitration system signed.
145	.....	145	Demand for 20 per cent. increase in wages.	Compromise advance from $2.25–2.50 to $2.50–2.75.	Conference of board of directors of the master painters' association and a committee from the union.
2,600	.....	2,600	For 20 per cent. increase in wages.	Strike failed though never declared off.	Strikers' places filled by new hands by May 1, while the strikers found work outside of the employers association.
1,280	.....	1,280	For advance of wages from $2.00 to $2.25 per day.	Wages advanced to $2.25.	Conference of representatives of the master builders' association and the union. (Agreement in chap. IV.)
2,624	.....	2,624	For advance of wages from $2.75 to $3.28 per day.	Wages advanced to $3.00.	
756	.....	756	For advance of wages for journeymen from $3.00 to $3.25 and for juniors from $2.00 to $2.25 per day.	Wages advanced to $3.25 and $2.25.	
7,280	.....	7,280	For advance in wages from $3.28 to $4 per day.	Wages to remain at $3.20 for one week, thereafter to be $3.52.	Conference of committees from the master plumbers' association and the plumbers' union.
333	.....	333	For increase of wages from 37½ cents to 41 cents per hour.	Wages advanced to 38¾ cents with agreement for 41 cents on April 1, 1904.	Conferences of committees of four journeymen and five employers. (Agreement in chap. IV.)
AND COMMUNICATION.					
12,750	.....	12,750	For increase of wages from $45 to $52.50 per month during navigation season.	Compromise; advance of $2.50 per month.	A conference of the president, counsel and a committee of the Lake Carriers' Association with the international president, members of the international executive board and a local committee of the strikers' organization. Agreement signed. (Chap. IV.)

reported. § As reported in press dispatches. ¶ For Buffalo alone.

Table I.—Concluded.

Establishments Involved.			Employees.					Dura	
Locality and industry.	No.	Closed.	Before.	Occupation.	Number involved. Directly.	Indirectly.	Total.	Date.	Days.
								XIII. TRANSPORTATION	
Buffalo—*Continued.* Lumber yards	4	4	75	Lumber handlers	75	.....	75	May 1–30	26
New York City. Trucking	175	†	† †	Team drivers Others.	2,400	..... †	2,400	May 1 to June 13.	33
Marine transportation	†	†	150	Engineers	150	.....	150	May 1–30	26
Marine transportation	†	†	400	Firemen, oilers and coal passers.	400	.....	400	May 1–30	26
Rochester. Railroad	1	.....	92	Trackmen	64	28	92	July 1 to Aug. 18.	42
Rockland Lake. Icehandling §	1	.....	170	Ice cutters	150	.....	150	Jan. 19–21	3
Troy. Trucking and teaming.	55	.....	324	Team drivers	324	.....	324	April 1–7	6
Troy and Green Island. Railroad freight houses	2	2	80	Freight handlers	80	.....	80	May 26 to June 4.	9
								XV. HOTELS,	
Buffalo. Restaurants	8	.....	57 †	Waiters Others.	57	.....	57	June 9–22	12

* Estimated. † Not reported.

Detailed statement of disputes reported Oct. 1, 1902, to Sept. 30, 1903.

TION.					
AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			
AND COMMUNICATION—(Concluded).					
1,950	.....	1,950	For increase of wages from $1.50 to $1.75 per day.	No change in wages.....	Strikers, who were unorganized, returned to work upon advice of the business agent of the United Trades and Labor Council.
53,200	.....	53,200	For increase of wages from $1.50-$2.00 per day to $2.25 and reduction of hours from 12-14 to 10.	Wages advanced to $2.25 and hours reduced to 11 by 53 firms employing 1,000 of the strikers during the first week of the strike; others returned to work on June 13 pending arbitration.	Not reported. Strikers were organized. (See chap. III.)
*3,900	.....	3,900	For advance of 10 to 15 per cent in wages.	Compromise	Not reported. (Chap. III.)
10,400	.....	10,400	Sympathy with striking engineers.	Ended with engineers' strike.	
2,688	1,176	3,864	For increase in wages....	No change in wages	Strikers returned to work or their places filled.
450	.....	450	For increase in wages from $1.50 to $2.00 per day.	Wages advanced to $1.75..	Direct negotiations of parties.
1,944	.....	1,944	For increase in wages from $10 to $12 per week.	Wages advanced to $12..	Negotiations between employers and union committee.
720	.....	720	For advance of wages from 15 to 20 cents per hour.	Strikers returned to work as individuals at former rates.	Conferences between the railroad superintendents and representatives of the union arranged by a member of the State Board of Arbitration. (Chap. III.)
RESTAURANTS, ETC.					
684	.....	684	For union scale and conditions.	Strike failed	Strikers' places filled by new men.

* As reported in press dispatches.

TABLE II.—NUMBER OF DISPUTES, EMPLOYEES AFFECTED, AND TIME LOST.

INDUSTRIES.	Number of disputes.	NUMBER OF EMPLOYEES—				AGGREGATE NUMBER OF WORKING DAYS LOST BY EMPLOYEES—		
		Before dispute.*	Directly concerned.	Indirectly affected.	Total number involved.	Directly concerned.	Indirectly affected.	Total.
I. STONE AND CLAY PRODUCTS.								
Brick and pottery works	3	1,472	1,092	.....	1,092	8,670	.....	8,670
Cut glass and mirrors	2	754	745	.....	745	70,585	.....	70,585
Marble and stone quarries	3	392	162	30	192	3,644	60	3,704
Total	8	2,618	1,999	30	2,029	82,899	60	82,959
II. METALS, MACHINERY AND APPARATUS.								
Metal Goods:								
Jewelry and silverware	2	2,475	1,638	837	2,475	29,965	25,110	55,075
Copper wire	1	120	41	.....	41	492	.....	492
Iron and Steel Products:								
Architectural and structural iron	6	2,798	1,370	35	1,405	33,005	315	33,320
Blast furnaces	2	702	627	.....	627	15,631	.....	15,631
Boilers	2	1,272	372	.....	372	6,586	.....	6,586
Engines	2	180	41	30	71	1,638	1,620	3,258
Foundry	4	684	208	189	397	3,102	4,637	7,739
Hardware, metalware and fixtures	3	967	601	170	771	35,618	6,540	42,158
Hammers	1	137	115	.....	115	6,900	.....	6,900
Horseshoeing	2	651	611	.....	611	32,550	.....	32,550
Machine works	5	995	294	62	356	13,550	1,724	15,274
Pumps and valves	4	1,866	394	185	579	9,622	1,850	11,472
Conveyances, Instruments and Apparatus:								
Agricultural implements	2	750	266	.....	266	6,682	.....	6,682
Electrical works	3	30,000	345	.....	345	1,485	.....	1,485
Pianos	1	400	150	250	400	150	250	400
Railway repair shops	1	300	100	.....	100	2,300	.....	2,300
Shipbuilding	5	9,660	4,894	400	5,294	70,324	14,800	85,124
Vehicles	2	380	291	.....	291	4,366	.....	4,366
Total	48	54,337	12,358	2,158	14,516	273,966	56,846	330,812

III. WOOD MANUFACTURES.								
Furniture, upholstering and carving	4	767	152	.....	152	5,560	.....	5,560
Sash, door and blinds	1	300	160	.....	160	23,680	.....	23,680
Woodenware	2	930	630	.....	630	23,010	.....	23,010
Total	7	1,997	942	.....	942	52,250	.....	52,250
IV. LEATHER AND RUBBER GOODS.								
Gloves	2	4,210	1,120	3,000	4,120	47,700	122,400	170,100
Leather goods	2	233	205	.....	205	2,505	.....	2,505
Pearl buttons	1	450	200	.....	200	1,400	.....	1,400
Total	5	4,893	1,525	3,000	4,525	51,605	122,400	174,005
CHEMICALS, ETC.								
Abrasives and chemicals	1	451	21	.....	21	1,092	.....	1,092
Matches	1	350	40	10	50	160	40	200
Total	2	801	61	10	71	1,252	40	1,292
VI. PAPER AND PULP.								
Paper mills	14	2,875	796	1,107	1,903	7,212	18,424	25,636
VII. PRINTING AND PAPER GOODS.								
Check books	1	240	138	82	220	690	410	1,100
Type founding	1	158	74	84	158	4,070	4,620	8,690
Total	2	398	212	166	378	4,760	5,030	9,790
VIII. TEXTILES.								
Jute goods	1	1,343	1,343	.....	1,343	28,203	.....	28,203
Knit goods	4	3,512	127	33	160	1,343	947	2,290
Linen goods	2	68	68	.....	68	482	.....	482
Silk goods	4	616	467	62	529	9,213	2,703	11,916
Woolen goods	1	139	41	39	80	1,025	975	2,000
Total	12	5,678	2,046	134	2,180	40,266	4,625	44,891

* The total employees before dispute is in several instances larger here than is indicated by the figures given in Table I for the reason that here it is reckoned as at least equal to the total number involved in those cases where the exact number is not reported in Table I.

Table II.—Number of Disputes, Employees Affected, and Time Lost—Concluded.

INDUSTRIES.	Number of disputes.	NUMBER OF EMPLOYEES—				AGGREGATE NUMBER OF WORKING DAYS LOST BY EMPLOYEES—		
		Before dispute.*	Directly concerned.	Indirectly affected.	Total number involved.	Directly concerned.	Indirectly affected.	Total.
IX. CLOTHING, ETC.								
Cloaks (women's)	1	135	135	.....	135	2,025	.....	2,025
Clothing (men's)	5	2,260	2,251	.....	2,251	35,215	.....	35,215
Hats and caps	1	1,009	1,009	.....	1,009	33,297	.....	33,297
Overalls and wrappers	2	875	875	.....	875	13,050	.....	13,050
Shirts and waists	7	2,933	1,136	167	1,303	43,974	5,511	49,485
Total	16	7,212	5,406	167	5,573	127,561	5,511	133,072
X. FOOD, TOBACCO AND LIQUORS.								
Bakeries	2	68	68	.....	68	128	.....	128
Cigars	3	1,331	1,231	100	1,331	21,669	1,500	23,169
Milling	2	1,170	465	.....	465	12,465	.....	12,465
Total	6	2,569	1,764	100	1,864	34,262	1,500	35,762
XI. WATER, GAS AND ELECTRICITY.								
Electric lighting and power	1	67	55	.....	55	220	.....	220
Gas	2	271	58	.....	58	4,366	.....	4,366
Total	3	338	113	.....	113	4,586	.....	4,586
XII. BUILDING INDUSTRY.								
General contracting	7	39,372	28,169	11,203	39,372	1,292,168	466,281	1,758,449
Carpentry	17	8,917	8,897	20	8,917	370,285	760	371,045
Electrical construction	1	55	50	.....	50	150	.....	150
Excavation	1	22,000	22,000	.....	22,000	836,000	.....	836,000
Iron and steel construction	1	150	40	.....	40	1,440	.....	1,440
Masonry	9	3,501	3,190	135	3,325	52,240	3,000	55,240
Painting	13	1,799	1,795	.....	1,795	29,244	.....	29,244
Plumbing	16	3,260	3,260	.....	3,260	102,430	.....	102,430
Railway construction	1	300	300	.....	300	3,600	.....	3,600
Roofing	3	672	660	.....	660	7,529	.....	7,529
Total	69	80,026	68,361	11,358	79,719	2,695,086	470,041	3,165,127

XIII. TRANSPORTATION AND COMMUNICATION.								
Ice handling	1	170	150	.....	150	450	.....	450
Lumber handling	1	75	75	.....	75	1,950	.....	1,950
Marine transportation	3	1,400	1,400	.....	1,400	27,050	.....	27,050
Railroads	2	172	144	28	172	3,408	1,176	4,584
Trucking	2	2,724	2,724	.....	2,724	55,144	.....	55,144
Total	9	4,541	4,493	28	4,521	88,002	1,176	89,178
XV. HOTELS, RESTAURANTS, ETC.								
Restaurant	1	57	57	.....	57	684	.....	684
GRAND TOTAL	202	168,340	100,133	18,258	118,391	3,464,391	685,653	4,150,044

* The total employees before dispute is in several instances larger here than is indicated by the figures given in Table I, for the reason that here it is reckoned as at least equal to the total number involved in those cases where the exact number is not reported in Table I.

TABLE III.—CAUSE OF DISPUTES, COMBINED WITH RESULTS.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
I. INCREASE OF WAGES.							
I. STONE AND CLAY PRODUCTS.							
Brickyards	(2) 1,050			2	1,050		8,250
II. METALS, MACHINERY AND APPARATUS.							
Iron and steel products:							
Architectural and structural iron		(1) 30	(1) 115	2	145		4,610
Engines			(1) 9	1	9	30	486
Foundries	(1) 108		(1) 22	2	130	21	692
Horseshoeing		(1) 150		1	150		2,550
Machine works	(1) 35			1	35	50	1,190
Pumps and valves			(1) 25	1	25		2,425
Conveyances, instruments and apparatus:							
Electrical works			(1) 40	1	40		360
Shipbuilding	(1) 500		(1) 200	2	700	400	10,130
Total	(3) 643	(2) 180	(6) 411	11	1,234	501	22,443
III. WOOD MANUFACTURES.							
Sash, door and blinds			(1) 160	1	160		23,680
Woodenware			(1) 30	1	30		210
Total			(2) 190	2	190		23,890
IV. LEATHER AND RUBBER GOODS.							
Gloves	(1) 1,100			1	1,100	3,000	47,400
Leather		(1) 30		1	30		300
Total	(1) 1,100	(1) 30		2	1,130	3,000	47,700
V. CHEMICALS, ETC.							
Matches	(1) 40			1	40	10	160
VI. PAPER AND PULP.							
Paper mills	(1) 28		(1) 21	2	49		105
VII. PRINTING AND PAPER GOODS.							
Check books			(1) 138	1	138	82	690
VIII. TEXTILES.							
Knitting mills	(1) 100	(1) 8	(2) 24	4	127	33	1,343
IX. CLOTHING, ETC.							
Cloaks (women's)		(1) 135		1	135		2,025
Clothing (men's)		(1) 800		1	800		1,600
Hats and caps		(1) 1,009		1	1,009		33,297
Overalls and wrappers			(1) 600	1	600		11,490
Shirts and waists			(1) 40	1	40	17	120
Total		(3) 1,944	(2) 640	5	2,584	17	48,442

Table III.—Cause of Disputes, Combined With Results—Continued.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
I. INCREASE OF WAGES—Concluded.							
X. FOOD, TOBACCO AND LIQUORS.							
Cigars	.....	(1) 356	.....	1	356	.....	8,544
Milling	(1) 65	.....	.....	1	65	.....	65
Total	(1) 65	(1) 356	.....	2	421	.....	8,609
XI. WATER, GAS AND ELECTRICITY.							
Gas	(1) 26	.....	.....	1	26	.....	1,326
XII. BUILDING INDUSTRY.							
General contracting	(4) 735	(1) 100	.....	5	835	.....	33,430
Carpentry	(3) 267	(7) 821	(2) 345	12	1,433	.....	38,155
Electrical construction	.....	.....	(1) 50	1	50	.....	150
Excavation	(1) 22,000	.....	.....	1	22,000	.....	836,000
Masonry	(1) 50	(2) 70	(2) 185	5	305	15	12,640
Painting	.....	(6) 1,309	(3) 342	9	1,651	.....	27,074
Plumbing	(1) 60	(5) 1,325	(6) 1,566	12	2,951	.....	97,097
Roofing	.....	(1) 23	(2) 637	3	660	.....	7,529
Total	(10) 23,112	(22) 3,648	(16) 3,125	48	29,885	15	1,052,075
XIII. TRANSPORTATION AND COMMUNICATION.							
Ice handling	.....	.....	(1) 150	1	150	.....	450
Lumber handling	(1) 75	.....	.....	1	75	.....	1,950
Marine transportation	.....	.....	(2) 1,000	2	1,000	.....	16,650
Railroads	(2) 144	.....	.....	2	144	28	3,408
Trucking	.....	(1) 324	(1) 2,400	2	2,724	.....	55,144
Total	(3) 219	(1) 324	(4) 3,550	8	4,093	28	77,602
Total—Increase of wages	(24) 26,383	(31) 6,485	(34) 8,099	89	40,967	3,686	1,292,635
II. REDUCTION OF WAGES.							
II. METALS, MACHINERY AND APPARATUS.							
Iron and steel products: Foundries	(1) 16	.....	.....	1	16	87	720
III. WOOD MANUFACTURES.							
Woodenware	(1) 16	.....	.....	1	16	.....	1,584
VI. PAPER AND PULP.							
Paper mill	.....	(1) 100	.....	1	100	381	600
VIII. TEXTILES.							
Linen goods	.....	(1) 34	.....	1	34	.....	170
Silk goods	(1) 60	(1) 200	.....	2	260	.....	3,580
Total	(1) 60	(2) 234	.....	3	294	.....	3,750
Total—Reduction of wages	(3) 92	(3) 334	.....	6	426	468	6,654

Table III.—Cause of Disputes, Combined With Results—Continued.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
III. REDUCTION OF HOURS.							
I. STONE AND CLAY PRODUCTS.							
Cut glass and mirrors	(1) 45			1	45		585
Marble and stone quarries	(2) 92			2	92		3,504
Total	(3) 137			3	137		4,089
II. METALS, MACHINERY AND APPARATUS.							
Metal goods:							
Jewelry and silverware			(1) 1,075	1	1,075		13,075
Iron and steel:							
Architectural and structural iron	(2) 1,030	(1) 103		3	1,133	35	24,807
Boilers		(1) 22		1	22		286
Foundries		(1) 62		1	62	81	1,690
Hardware, metalware and fixtures	(1) 500			1	500	130	26,500
Hammers	(1) 115			1	115		6,900
Machine works	(1) 16			1	16		290
Pumps and valves	(1) 213			1	213	185	2,241
Conveyances, instruments and apparatus:							
Railway repair shops			(1) 100	1	100		2,300
Vehicles		(1) 200		1	200		2,000
Total	(6) 1,874	(4) 387	(2) 1,175	12	3,436	431	80,089
III. WOOD MANUFACTURES.							
Furniture upholstering and carving			(1) 18	1	18		1,080
IV. LEATHER AND RUBBER GOODS.							
Leather goods		(1) 175		1	175		2,205
VI. PAPER AND PULP.							
Paper mills	(6) 148	(1) 40		7	188	703	1,895
VIII. TEXTILES.							
Jute goods	(1) 1,343			1	1,343		28,203
IX. CLOTHING, ETC.							
Clothing (men's)		(1) 600		1	600		12,000
X. FOOD, TOBACCO AND LIQUORS.							
Bakeries		(1) 30		1	30		90
Cigars			(1) 875	1	875	100	13,125
Milling	(1) 400			1	400		12,400
Total	(1) 400	(1) 30	(1) 875	3	1,305	100	25,615
XI. WATER, GAS AND ELECTRICITY.							
Gas works	(1) 32			1	32		3,040

Table III.—Cause of Disputes, Combined With Results—Continued.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
III. REDUCTION OF HOURS—Concluded.							
XII. BUILDING INDUSTRY.							
Carpenters	(3) 356			3	356		6,014
Masonry			(1) 40	1	40	60	840
Painters			(1) 65	1	65		260
Plumbing	(2) 80	(1) 29		3	109		1,133
Railway construction		(1) 300		1	300		3,600
Total	(5) 436	(2) 329	(2) 105	9	870	60	11,847
Total reduction of hours	(23) 4,370	(10) 1,561	(6) 2,173	39	8,104	1,294	170,063
V. TRADE UNIONISM.							
II. METALS, MACHINERY AND APPARATUS.							
Metal goods:							
Copper wire	(1) 41			1	41		492
Iron and steel:							
Blast furnaces	(1) 550			1	550		15,400
Boilers	(1) 350			1	350		6,300
Hardware, metalware and fixtures	(2) 101			2	101	40	9,118
Horseshoeing			(1) 461	1	461		30,000
Machine works	(3) 243			3	243	12	12,070
Pumps and valves		(1) 60	(1) 96	2	156		4,956
Conveyances, instruments and apparatus:							
Agricultural implements	(2) 266			2	266		6,682
Electrical works		(1) 200		1	200		600
Shipbuilding	(1) 194	(1) 1,000		2	1,194		7,994
Vehicles	(1) 91			1	91		2,366
Total	(12) 1,836	(3) 1,260	(2) 557	17	3,653	52	95,978
III. WOOD MANUFACTURES.							
Woodenware		(1) 600		1	600		22,800
IV. LEATHER AND RUBBER GOODS.							
Gloves	(1) 20			1	20		300
V. CHEMICALS, ETC.							
Abrasives and chemicals	(1) 21			1	21		1,092
VI. PAPER AND PULP.							
Paper mills	(2) 132	(1) 325		3	457		4,588
VII. PRINTING AND PAPER GOODS.							
Type foundries	(1) 74			1	74	84	4,070
IX. CLOTHING, ETC.							
Clothing (men's)		(2) 521	(1) 330	3	851		21,675
Shirts and waists	(1) 72	(2) 370	(1) 17	4	459	50	9,010
Total	(1) 72	(4) 891	(2) 347	7	1,310	50	30,685

Table III.—Cause of Disputes, Combined With Results—Continued.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
V. TRADE UNIONISM—Concluded.							
XI. WATER, GAS AND ELECTRICITY.							
Electric lighting and power..	(1) 55	.....	.....	1	55	.....	220
XII. BUILDING INDUSTRY.							
Building industry.....	(1) 1,500	.....	.....	1	1,500	.....	18,000
Carpentry.....	(1) 50	(1) 75	(1) 7,000	3	7,125	20	326,660
Iron and steel construction...	(1) 40	.....	.....	1	40	.....	1,440
Masonry.....	(1) 175	.....	.....	1	175	60	4,550
Painting	(1) 22	.....	.....	1	22	.....	1,166
Plumbing.....	.....	.....	(1) 200	1	200	.....	4,200
Total	(5) 1,787	(1) 75	(2) 7,200	8	9,062	80	356,016
XV. HOTELS, RESTAURANTS, ETC.							
Restaurants	(1) 57	.....	.....	1	57	.....	634
Total—Trade Unionism	(25) 4,054	(19) 3,151	(6) 8,104	41	15,309	266	516,433
VI. PARTICULAR PERSONS.							
I. STONE AND CLAY PRODUCTS.							
Marble and stone quarries....	(1) 70	.....	.....	1	70	80	140
II. METALS, MACHINERY AND APPARATUS.							
Iron and steel:							
Blast furnace.....	(1) 77	.....	.....	1	77	.....	231
Conveyances, instruments and apparatus:							
Pianos.....	(1) 150	.....	.....	1	150	250	150
Total.....	(2) 227	.....	.....	2	227	250	381
III. WOOD MANUFACTURES.							
Wood working	.....	.....	(1) 28	1	28	.....	196
VIII. TEXTILES.							
Silk goods.....	(2) 207	.....	.....	2	207	62	5,633
IX. CLOTHING, ETC.							
Overalls and Wrappers	.....	(1) 275	.....	1	275	.....	1,650
X. FOOD, TOBACCO AND LIQUORS.							
Bakery	(1) 38	.....	.....	1	38	.....	38
Total--Particular Persons....	(6) 542	(1) 275	(1) 28	8	845	342	8,038
VII. WORKING ARRANGEMENTS.							
I. STONE & CLAY PRODUCTS.							
Brick and pottery works	(1) 42	.....	.....	1	42	.....	420
Cut glass and mirrors	(1) 700	.....	.....	1	700	.....	70,000
Total	(2) 742	.....	.....	2	742	.....	70,420

Table III.—Cause of Disputes, Combined With Results—Concluded.

(Figures in parentheses indicate the number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
	Employers.	Workmen.	Neither side.	Disputes.	EMPLOYEES CONCERNED. Directly.	EMPLOYEES CONCERNED. Indirectly.	Days' work lost by those directly concerned.
VII. WORKING ARRANGEMENTS—Concluded.							
II. METALS, MACHINERY AND APPARATUS.							
Iron and Steel Products:							
Architectural and structural iron	(1) 92			1	92		3,588
Engines	(1) 32			1	32		1,152
Conveyances, instruments and apparatus:							
Electrical works	(1) 105			1	105		525
Total	(3) 229			3	229		5,265
III. WOOD MANUFACTURES.							
Furniture factory		(1) 90		1	90		2,700
IV. LEATHER AND RUBBER GOODS.							
Pearl buttons			(1) 200	1	200		1,400
VIII. TEXTILES.							
Linen goods	(1) 34			1	34		312
Woolen goods			(1) 41	1	41	39	1,025
Total	(1) 34		(1) 41	2	75	39	1,337
IX. CLOTHING, ETC.							
Shirts	(1) 600			1	600	90	33,600
XII. BUILDING INDUSTRY.							
Masonry			(2) 2,670	2	2,670		34,210
Painting		(1) 40		1	40		200
Total		(1) 40	(2) 2,670	3	2,710		34,410
Total—Working Arrangem'ts	(7) 1,605	(2) 130	(4) 2,911	13	4,646	129	149,132
IX. SYMPATHETIC.							
II. METALS, MACHINERY AND APPARATUS.							
Metal Goods:							
Jewelry and silverware	(1) 563			1	563	837	16,890
Conveyances, instruments and apparatus	(1) 3,000			1	3,000		52,200
Total	(2) 3,563			2	3,563	837	69,090
VI. PAPER AND PULP.							
Paper mill	(1) 2			1	2	23	24
IX. CLOTHING, ETC.							
Shirts and waists	(1) 37			1	37	10	1,184
XIII. TRANSPORTATION AND COMMUNICATION.							
Marine transportation			(1) 400	1	400		10,400
Total Sympathetic	(4) 3,602		(1) 400	5	4,002	870	80,698
X. MISCELLANEOUS.							
XII. BUILDING INDUSTRY	(1) 25,834			1	25,834	11,203	1,240,738
GRAND TOTAL	(93) 66,482	(57) 11,936	(52) 21,715	202	100,133	18,258	3,464,391

TABLE IV.—RESULTS

INDUSTRIES.	EMPLOYERS.				WON	
	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.
I. STONE AND CLAY PRODUCTS.						
Brick and pottery works	3	12	1,092	8,670	.....	.....
Cut glass and mirrors	2	29	745	70,585	.....	.....
Marble and stone quarries	3	9	162	3,644	.....	.....
Total	8	50	1,999	82,899	.....	.....
II. METALS, MACHINERY AND APPARATUS.						
Metal goods:						
Jewelry and silverware	1	69	563	16,890	.....	.....
Copper wire	1	2	41	492	.....	.....
Iron and steel products:						
Architectural and structural iron	3	3	1,122	27,468	2	2
Blast furnaces	2	2	627	15,631	.....	.....
Boilers	1	1	350	6,300	1	1
Engines	1	1	32	1,152	.....	.....
Foundry	2	2	124	1,368	1	3
Hardware, metal ware and fixtures	3	3	601	35,618	.....	.....
Hammers	1	1	115	6,900	.....	.....
Horseshoeing	.....	.....	.....	.....	1	1
Machine works	5	5	294	13,550	.....	.....
Pumps and valves	1	3	213	2,241	1	1
Conveyances, instruments and apparatus:						
Agricultural implements	2	2	266	6,682	.....	.....
Electrical apparatus	1	1	105	525	1	1
Pianos	1	1	150	150	.....	.....
Railway repair shops	.....	.....	.....	.....	.....	.....
Shipbuilding	3	62	3,694	59,974	.....	1
Vehicles	1	1	91	2,366	.....	45
Total	29	159	8,388	197,307	5	55
III. WOOD MANUFACTURES.						
Furniture, upholstery and carving	1	1	16	1,584	.....	1
Sash, door and blinds	.....	.....	.....	.....	.....	.....
Wooden ware	.....	.....	.....	.....	1	5
Total	1	1	16	1,584	1	6
IV. LEATHER AND RUBBER GOODS.						
Gloves	2	2	1,120	47,700	.....	.....
Leather goods	.....	.....	.....	.....	2	4
Pearl buttons	.....	.....	.....	.....	.....	.....
Total	2	2	1,120	47,700	2	4
V. CHEMICALS, ETC.						
Abrasives and chemicals	1	3	21	1,092	.....	.....
Matches	1	1	40	160	.....	.....
Total	2	4	61	1,252	.....	.....
VI. PAPER AND PULP.						
Paper mills	10	10	310	2,856	3	8
VII. PRINTING AND PAPER GOODS.						
Check books	.....	.....	.....	.....	.....	.....
Type founding	1	1	74	4,070	.....	.....
Total	1	1	74	4,070	.....	.....

OF DISPUTES.

BY— WORKERS.		COMPROMISED.				GRAND TOTAL.			
Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.
						3	12	1,092	8,670
						2	29	745	70,585
						3	9	162	3,644
						8	50	1,999	82,899
		1	9	1,075	13,075	2	78	1,638	29,965
						1	2	41	492
133	1,167	1	1	115	4,370	6	6	1,370	33,005
						2	2	627	15,631
22	286					2	2	372	6,586
		1	1	9	486	2	2	41	1,638
62	1,690	1	1	22	44	4	6	208	3,102
						3	3	601	35,618
						1	1	115	6,900
150	2,550	1	139	461	30,000	2	140	611	32,550
						5	5	294	13,550
60	4,380	2	2	121	3,001	4	6	394	9,622
						2	2	266	6,682
200	600	1	1	40	360	3	3	345	1,485
						1	1	150	150
		1	1	100	2,300	1	1	100	2,300
1,000	2,950	1	1	200	7,400	5	64	4,894	70,324
200	2,000					2	46	291	4,366
1,827	15,623	10	156	2,143	61,036	48	370	12,358	273,966
90	2,700	2	3	46	1,276	4	5	152	5,560
		1	11	160	23,680	1	11	160	23,680
600	22,800	1	1	30	210	2	6	630	23,010
690	25,500	4	15	236	25,166	7	22	942	52,250
						2	2	1,120	47,700
205	2,505					2	4	205	2,505
		1	1	200	1,400	1	1	200	1,400
205	2,505	1	1	200	1,400	5	7	1,525	51,605
						1	3	21	1,092
						1	1	40	160
						2	4	61	1,252
465	4,335	1	1	21	21	14	14	796	7,212
		1	1	138	690	1	1	138	690
						1	1	74	4,070
		1	1	138	690	2	2	212	4,760

Table IV.—Concluded.

INDUSTRIES.	EMPLOYERS.				WON	
	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.
VIII. TEXTILES.						
Jute goods	1	1	1,343	28,203	.....	.....
Knit goods	1	15	100	980	1	1
Linen goods	1	1	34	312	1	1
Silk goods	3	3	267	6,413	1	1
Woolen goods	.....	.....	.....	.....	.....	.....
Total	6	20	1,744	35,908	3	3
IX. CLOTHING, ETC.						
Cloaks (women's)	.....	.....	.....	.....	1	1
Clothing (men's)	.....	.....	.....	.....	4	123
Hats and caps	.....	.....	.....	.....	1	10
Overalls and wrappers	.....	.....	.....	.....	1	1
Shirts and waists	3	3	709	36,800	2	4
Total	3	3	709	36,800	9	139
X. FOOD, TOBACCO AND LIQUORS.						
Bakeries	1	1	38	38	1	20
Cigars	.....	.....	.....	.....	1	10
Milling	2	3	465	12,465	.....	.....
Total	3	4	503	12,503	2	30
XI. WATER, GAS AND ELECTRICITY.						
Electric lighting and power	1	1	55	220	.....	.....
Gas	2	2	58	4,366	.....	.....
Total	3	3	113	4,586	.....	.....
XII. BUILDING INDUSTRY.						
General contracting	6	5	28,069	1,290,968	1	1
Carpentry	6	25	656	10,114	8	125
Electrical construction	.....	.....	.....	.....	.....	.....
Excavation	1	243	22,000	836,000	.....	.....
Iron and steel construction	1	1	40	1,440	.....	.....
Masonry	2	1	225	8,050	2	3
Painting	2	1	39	1,710	7	157
Plumbing	3	13	140	5,680	6	128
Railway construction	.....	.....	.....	.....	1	1
Roofing	.....	.....	.....	.....	1	.....
Total	21	289	51,169	2,153,962	26	415
XIII. TRANSPORTATION AND COMMUNICATION.						
Ice handling	.....	.....	.....	.....	.....	.....
Lumber handling	1	4	75	1,950	.....	.....
Marine transportation	.....	.....	.....	.....	.....	.....
Railroads	2	3	144	3,408	.....	.....
Trucking	.....	.....	.....	.....	1	55
Total	3	7	219	5,358	1	55
XV. HOTELS, RESTAURANTS, ETC.						
Restaurants	1	3	57	684	.....	.....
GRAND TOTAL	93	556	66,482	2,587,469	55	710

Results of Disputes.

BY— WORKERS.		COMPROMISED.				GRAND TOTAL.			
Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.	Disputes.	Establishments.	Employees directly affected.	Days lost by those directly affected.
.....	.....	.....	.....	.....	.....	1	1	1,343	28,203
3	222	2	2	24	141	4	18	127	1,343
34	170	.....	.....	.....	.....	2	2	68	482
200	2,800	.....	.....	.....	.....	4	4	467	9,213
.....	.....	1	1	41	1,025	1	1	41	1,025
237	3,192	3	3	65	1,166	12	26	2,046	40,266
135	2,025	.....	.....	.....	.....	1	1	135	2,025
1,921	20,215	1	40	330	15,000	5	163	2,251	35,215
1,009	33,297	.....	.....	.....	.....	1	10	1,009	33,297
275	1,650	1	22	600	11,400	2	23	875	13,050
370	7,020	2	2	57	154	7	9	1,136	43,974
3,710	64,207	4	64	987	26,554	16	206	5,406	127,561
30	90	.....	.....	.....	.....	2	21	68	128
356	8,544	1	1	875	13,125	2	11	1,231	21,669
.....	.....	.....	.....	.....	.....	2	3	465	12,465
386	8,634	1	1	875	13,125	6	35	1,764	34,262
.....	.....	.....	.....	.....	.....	1	1	55	220
.....	.....	.....	.....	.....	.....	2	2	58	4,366
.....	.....	.....	.....	.....	.....	3	3	113	4,586
100	1,200	.....	.....	.....	.....	7	6	28,169	1,292,168
896	9,758	3	48	7,345	350,413	17	198	8,897	370,285
.....	.....	1	3	50	150	1	3	50	150
.....	.....	.....	.....	.....	.....	1	243	22,000	836,000
.....	.....	.....	.....	.....	.....	1	1	40	1,440
70	1,640	5	14	2,895	42,550	9	18	3,190	52,240
1,349	23,585	4	69	407	3,949	13	227	1,795	29,244
1,354	8,133	7	142	1,766	88,617	16	283	3,260	102,430
300	3,600	.....	.....	.....	.....	1	1	300	3,600
23	1,196	2	13	637	6,333	3	13	660	7,529
4,092	49,112	22	289	13,100	492,012	69	993	68,361	2,695,086
.....	.....	1	1	150	450	1	1	150	450
.....	.....	.....	.....	.....	.....	1	4	75	1,950
.....	.....	3	1	1,400	27,050	3	1	1,400	27,050
.....	.....	.....	.....	.....	.....	2	3	144	3,408
324	1,944	1	175	2,400	53,200	2	230	2,724	55,144
324	1,944	5	177	3,950	80,700	9	239	4,493	88,002
.....	.....	.....	.....	.....	.....	1	3	57	684
11,936	175,052	52	708	21,715	701,870	202	1,974	100,133	3,464,391

TABLE V.—MODE OF SET

(Figures in parentheses indicate

INDUSTRIES.	Number of Workers			
	By direct negotiations.		By return to work on employer's terms.	
I. Stone and Clay Products.				
Brick and pottery works	(1)	42	(1)	1,000
Cut glass and mirrors			(1)	700
Marble and stone quarries			(1)	60
Total	(1)	42	(3)	1,760
II. Metals, Machinery and Apparatus.				
Metal goods:				
Jewelry and silverware	(1)	1,075	(1)	1,400
Copper wire			(1)	41
Iron and steel products:				
Architectural and structural iron	(3)	237	(2)	1,030
Blast furnaces			(2)	627
Boilers	(1)	22		
Engines	(1)	33		
Foundry	(3)	294		
Hardware, metal ware and fixtures			(1)	630
Hammers				
Horseshoeing	(1)	150	(1)	461
Machine works	(1)	89	(1)	16
Pumps and valves	(4)	579		
Conveyances, instruments and apparatus:				
Agricultural implements				
Electrical works	(2)	240	(1)	105
Pianos				
Railway repair shops	(1)	100		
Shipbuilding	(4)	5,100	(1)	194
Vehicles	(1)	200		
Total	(23)	8,125	(11)	4,504
III. Wood Manufactures.				
Furniture, upholstery and carving	(3)	136		
Sash, door and blinds				
Wooden ware	(2)	630		
Total	(5)	766		
IV. Leather and Rubber Goods.				
Gloves			(1)	20
Leather goods	(2)	205		
Pearl buttons	(1)	200		
Total	(3)	405	(1)	20
V. Chemicals, Etc.				
Abrasives and chemicals				
Matches			(1)	50
Total			(1)	50
VI. Paper and Pulp.				
Paper mills	(7)	1,332	(1)	25
VII. Printing and Paper Goods.				
Check books	(1)	220		
Type founding			(1)	158
Total	(1)	220	(1)	158
VIII. Textiles.				
Jute goods			(1)	1,343
Knit goods	(2)	47	(1)	100
Linen goods	(2)	68		
Silk goods	(1)	200	(3)	329
Woolen goods				
Total	(5)	315	(5)	1,772

TLEMENT OF DISPUTES.

the number of disputes.)

DIRECTLY AND INDIRECTLY AFFECTED BY DISPUTES WHICH WERE SETTLED—

By replacement of workers.	By mediation or conciliation.	BY ARBITRATION OF—		Mode of settlement not reported.	Total.
		Trade boards.	Individuals.		
(1) 50					(3) 1,092
(1) 45					(2) 745
(2) 132					(3) 192
(4) 227					(8) 2,029
					(2) 2,475
					(1) 41
		(1) 138			(6) 1,405
					(2) 627
					(2) 372
(1) 350					(2) 71
(1) 32					(4) 397
(1) 103					(3) 771
(2) 141					(1) 115
(1) 115					(2) 611
					(5) 356
(3) 251					(4) 579
					(2) 266
(2) 266					(3) 345
					(1) 400
(1) 400					(1) 100
					(5) 5,294
					(2) 291
(1) 91					
(13) 1,749		(1) 138			(48) 14,516
					(4) 152
(1) 16					(1) 160
	(1) 160				(2) 630
(1) 16	(1) 160				(7) 942
		(1) 4,100			(2) 4,120
					(2) 205
					(1) 200
		(1) 4,100			(5) 4,525
					(1) 21
(1) 21					(1) 50
(1) 21					(2) 71
(5) 221	(1) 325				(14) 1,903
					(1) 220
					(1) 158
					(2) 378
					(1) 1,343
				(1) 13	(4) 160
					(2) 68
					(4) 529
	(1) 80				(1) 80
	(1) 80			(1) 13	(12) 2,180

Table V.—Concluded. (Figures in parentheses indicate

INDUSTRIES.	NUMBER OF WORKERS			
	By direct negotiations.		By return to work on employer's terms.	
IX. CLOTHING, ETC.				
Cloaks (women's)	(1)	135		
Clothing (men's)	(4)	1,921	(1)	330
Hats and caps	(1)	1,009		
Overalls and wrappers	(2)	875		
Shirts and waists	(4)	1,024	(1)	72
Total	(12)	4,964	(2)	402
X. FOOD, TOBACCO AND LIQUORS.				
Bakeries	(1)	30	(1)	38
Cigars	(2)	1,331		
Milling			(2)	465
Total	(3)	1,361	(3)	503
XI. WATER, GAS AND ELECTRICITY.				
Electric lighting and power			(1)	55
Gas			(1)	26
Total			(2)	81
XII. BUILDING INDUSTRY.				
General contracting	(2)	37,137	(4)	735
Carpentry	(8)	935	(5)	506
Electrical construction	(1)	50		
Excavation			(1)	22,000
Iron and steel construction				
Masonry	(5)	2,920	(2)	285
Painting	(12)	1,778	(1)	17
Plumbing	(10)	2,762	(3)	140
Railway construction	(1)	300		
Roofing	(2)	60		
Total	(41)	45,942	(16)	23,683
XIII. TRANSPORTATION AND COMMUNICATION.				
Ice handling	(1)	150		
Lumber handling			(1)	75
Marine transportation	(1)	850		
Railroads	(1)	80	(1)	92
Trucking	(1)	324		
Total	(4)	1,404	(2)	167
XV. HOTELS, RESTAURANTS, ETC.				
Restaurant				
GRAND TOTAL	(105)	64,876	(48)	33,125

the number of disputes.) **Mode of Settlement of Disputes.**

DIRECTLY AND INDIRECTLY AFFECTED BY DISPUTES WHICH WERE SETTLED—

By replacement of workers.	By mediation or conciliation.	BY ARBITRATION OF—		Mode of settlement not reported.	Total.
		Trade boards.	Individuals.		
					(1) 135
					(5) 2,251
					(1) 1,009
					(2) 875
				(2) 207	(7) 1,303
				(2) 207	(16) 5,573
					(2) 68
					(2) 1,331
					(2) 465
					(6) 1,864
					(1) 55
(1) 32					(2) 58
(1) 32					(3) 113
		(1) 1,500			(7) 39,372
		(1) 300	(1) 7,000	(2) 176	(7) 8,917
					(1) 50
					(1) 22,000
(1) 40					(1) 40
	(2) 120				(9) 3,325
					(13) 1,795
	(3) 358				(16) 3,260
					(1) 300
				(1) 600	(3) 660
(1) 40	(5) 478	(2) 1,800	(1) 7,000	(3) 776	(69) 79,719
					(1) 150
					(1) 75
				(2) 550	(3) 1,409
					(2) 172
				(1) 2,400	(2) 2,724
				(3) 2,950	(9) 4,521
(1) 57					(1) 57
(27) 2,363	(8) 1,043	(4) 6,038	(1) 7,000	(9) 3,946	(202) 118,391

TABLE VI.—INDUSTRIAL DISPUTES, BY CITIES AND

LOCALITY.	Number of disputes.	ESTABLISHMENTS.		WORKERS AFFECTED.		AGGREGATE DAYS LOST.		
		Involved.	Closed.	Directly.	Indirectly.	Directly.	Indirectly.	Total.
Albany	6	57	57	803	35	8,539	315	8,854
Amsterdam	2	16	.....	300	.....	2,380	.....	2,380
Auburn	2	11	1	250	.....	1,150	.....	1,150
Ballston Spa	3	3	3	50	330	548	7,030	7,578
Batavia	1	1	.....	28	.....	196	.....	196
Binghamton	2	7	6	76	.....	1,585	.....	1,585
Buffalo	15	158	151	5,152	400	83,399	14,800	98,199
Carthage	2	2	.....	66	.....	465	.....	465
Clayville	1	1	.....	41	39	1,025	975	2,000
Cohoes	2	2	1	24	23	141	207	348
Coxsackie	2	2	.....	121	.....	3,001	.....	3,001
Deferiet	1	1	1	325	.....	3,575	.....	3,575
Dunkirk	1	20	.....	53	.....	530	.....	530
Elmira	5	40	38	457	.....	5,697	.....	5,697
Fort Edward	3	3	1	158	391	1,805	2,606	4,411
Geneva	4	6	6	83	87	1,123	2,175	3,298
Glens Falls	3	3	.....	657	157	33,754	5,191	38,945
Gloversville	2	2	1	1,130	3,000	47,700	122,400	170,100
Gouverneur	1	7	.....	60	.....	3,120	.....	3,120
Haverstraw	1	1	.....	60	.....	780	.....	780
Herkimer	1	1	1	30	.....	240	.....	240
Hornellsville	1	1	1	149	29	1,341	261	1,602
Irvington	1	5	5	45	.....	1,113	.....	1,113
Ithaca	2	22	10	125	.....	685	.....	685
Jamestown	2	2	1	550	130	27,750	1,820	29,570
Johnstown	2	7	6	60	.....	500	.....	500
Kingston	2	11	11	1,875	100	20,125	1,500	21,625
Lockport	5	22	22	185	.....	1,628	.....	1,628
Mamaroneck	1	.....	.....	50	.....	3,500	.....	3,500
Mount Kisco	2	.....	.....	69	.....	2,208	.....	2,208
Mount Vernon	5	4	4	588	.....	19,596	.....	19,596
Muscota Dam	1	1	1	70	30	140	60	200
Newburgh	3	5	.....	136	114	6,272	4,862	11,134
New Rochelle & vicinity	2	2	2	1,900	.....	43,600	.....	43,600
New York City	46	1,117	516	78,108	12,386	2,955,688	496,285	3,451,973
Niagara Falls	5	7	1	380	538	6,970	11,078	18,048
Norfolk	1	1	.....	119	.....	1,000	.....	1,000
Norwich	1	1	.....	115	.....	6,900	.....	6,900
Oswego	3	3	.....	83	80	1,222	2,040	3,262
Pearl River	1	1	.....	89	.....	5,000	.....	5,000
Peekskill	1	1	3	26	.....	260	.....	260
Poughkeepsie	3	3	1	288	21	6,726	42	6,768
Rensselaer	1	1	.....	100	.....	2,300	.....	2,300
Rochester	9	166	128	1,456	48	67,927	1,936	69,863
Rockland Lake	1	1	.....	150	.....	450	.....	450
Rome	1	2	2	41	.....	492	.....	492
Rye	1	1	.....	28	.....	2,184	.....	2,184
Sandy Hill	1	1	.....	13	.....	13	.....	13
Saratoga	2	16	14	145	15	1,280	180	1,460
Saugerties	1	1	1	32	.....	384	.....	384
Schenectady	9	11	7	710	.....	5,335	.....	5,335
Syracuse	6	7	1	300	40	14,856	4,720	19,576
Tarrytown	1	8	8	63	.....	1,260	.....	1,260
Troy	4	101	45	587	.....	2,836	.....	2,836
Troy and Green Island	1	2	2	80	.....	720	.....	720
Troy and Waterford	1	3	.....	213	185	2,241	1,850	4,091
Utica	3	72	71	595	.....	30,745	.....	30,745
Walden	1	1	.....	9	30	486	1,620	2,106
Wappingers Falls	1	1	1	275	.....	1,650	.....	1,650
Waterford	1	1	.....	25	50	1,190	1,700	2,890
Watertown	2	2	.....	116	.....	2,792	.....	2,792
White Plains	3	3	.....	150	.....	4,660	.....	4,660
Yonkers	2	13	1	101	.....	7,613	.....	7,613
Total	202	1,974	1,132	100,133	18,258	3,464,391	685,653	4,150,044

TOWNS, OCTOBER 1, 1902, TO SEPTEMBER 30, 1903.

CAUSES OF DISPUTES.

1. INCREASE OF WAGES.		2. REDUCTION OF WAGES.		3. REDUCTION OF HOURS.		4. LONGER HOURS.		5. TRADE UNIONISM.	
Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.
3	578	.....	.....	2	133	.....	.....	.....	.....
1	100	.....	.....	.....	.....	.....	.....	.....	.....
2	250	.....	.....	.....	.....	.....	.....	.....	.....
1	28	.....	.....	1	20	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	2	76
9	2,805	.....	.....	.....	.....	.....	.....	6	2,347
.....	.....	.....	.....	2	66	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2	24	.....	.....	.....	.....	.....	.....	.....	.....
1	25	.....	.....	.....	.....	.....	.....	1	96
.....	.....	.....	.....	.....	.....	.....	.....	1	325
.....	.....	.....	.....	1	53	.....	.....	.....	.....
.....	.....	.....	.....	4	425	.....	.....	.....	.....
1	21	1	100	.....	.....	.....	.....	.....	.....
2	45	1	16	1	22	.....	.....	.....	.....
1	40	.....	.....	.....	.....	.....	.....	1	17
2	1,130	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	1	60	.....	.....	.....	.....
.....	.....	1	60	.....	.....	.....	.....	.....	.....
1	30	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1	45	.....	.....	.....	.....	.....	.....	.....	.....
1	96	.....	.....	1	29	.....	.....	.....	.....
1	50	.....	.....	1	500	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1	20
1	1,000	.....	.....	1	875	.....	.....	.....	.....
3	117	1	84	.....	.....	.....	.....	.....	.....
1	50	.....	.....	.....	.....	.....	.....	.....	.....
2	69	.....	.....	.....	.....	.....	.....	.....	.....
3	218	.....	.....	1	300	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	2	78	.....	.....	.....	.....
1	400	.....	.....	.....	.....	.....	.....	1	1,500
14	30,095	2	216	8	4,823	.....	.....	13	9,599
1	138	.....	.....	2	46	.....	.....	2	196
.....	.....	.....	.....	.....	.....	.....	.....	1	119
.....	.....	.....	.....	1	115	.....	.....	.....	.....
2	43	.....	.....	1	40	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1	89
1	26	.....	.....	.....	.....	.....	.....	.....	.....
1	22	.....	.....	.....	.....	.....	.....	2	266
.....	.....	.....	.....	1	100	.....	.....	.....	.....
5	1,178	.....	.....	1	32	.....	.....	2	169
1	150	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1	41
.....	.....	.....	.....	1	28	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1	13
2	145	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	1	32	.....	.....	.....	.....
5	343	.....	.....	1	40	.....	.....	2	222
1	26	.....	.....	1	18	.....	.....	3	214
1	63	.....	.....	.....	.....	.....	.....	.....	.....
3	547	.....	.....	1	40	.....	.....	.....	.....
1	80	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	1	213	.....	.....	.....	.....
3	595	.....	.....	.....	.....	.....	.....	.....	.....
1	9	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1	35	.....	.....	.....	.....	.....	.....	.....	.....
1	100	.....	.....	1	16	.....	.....	.....	.....
3	150	.....	.....	.....	.....	.....	.....	.....	.....
2	101	.....	.....	.....	.....	.....	.....	.....	.....
89	40,967	6	426	39	8,104	.....	.....	41	15,309

Table VI.—Concluded.

LOCALITY.	CAUSES OF DISPUTES.							
	6. PARTICULAR PERSONS.		7. WORKING ARRANGEMENTS.		8. PAYMENT OF WAGES.		9. SYMPATHETIC.	
	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.
Albany			1	92				
Amsterdam			1	200				
Auburn								
Ballston Spa							1	2
Batavia	1	28						
Binghamton								
Buffalo								
Carthage								
Clayville			1	41				
Cohoes								
Coxsackie								
Deferiet								
Dunkirk								
Elmira			1	32				
Fort Edward							1	37
Geneva								
Glens Falls			1	600				
Gloversville								
Gouverneur								
Haverstraw								
Herkimer								
Hornellsville	1	149						
Irvington								
Ithaca								
Jamestown								
Johnstown			1	40				
Kingston								
Lockport			1	34				
Mamaroneck								
Mount Kisco								
Mount Vernon			1	70				
Muscota Dam	1	70						
Newburgh	1	58						
New Rochelle & vicinity								
New York City	2	188	3	3,390			3	3,963
Niagara Falls								
Norfolk								
Norwich								
Oswego								
Pearl River								
Peekskill								
Poughkeepsie								
Rensselaer								
Rochester	1	77						
Rockland Lake								
Rome								
Rye								
Sandy Hill								
Saratoga								
Saugerties								
Schenectady			1	105				
Syracuse			1	42				
Tarrytown								
Troy								
Troy and Green Island								
Troy and Waterford								
Utica								
Walden								
Wappingers Falls	1	275						
Waterford								
Watertown								
White Plains								
Yonkers								
Total	9	845	13	4,646			5	4,002

Industrial Disputes by Cities and Towns.

10. MISCELLANEOUS.		TOTAL.		RESULTS.					
				IN FAVOR OF—				COMPROMISED.	
				EMPLOYERS.		WORKERS.			
Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.	Disputes.	Workers directly affected.
		6	803	2	200	4	603		
		2	300	1	100			1	200
		2	250			1	200	1	50
		3	50	3	50				
		1	28					1	28
		2	76	1	55	1	21		
		15	5,152	6	1,247	5	2,410	4	1,495
		2	66	2	66				
		1	41					1	41
		2	24					2	24
		2	121					2	121
		1	325			1	325		
		1	53	1	53				
		5	457	4	392			1	65
		3	158	1	37	1	100	1	21
		4	83	1	16	3	67		
		3	657	1	600			2	57
		2	1,130	1	1,100	1	30		
		1	60	1	60				
		1	60	1	60				
		1	30			1	30		
		1	149	1	149				
		1	45					1	45
		2	125			2	125		
		2	550	2	550				
		2	60	1	20	1	40		
		2	1,875	1	1,000			1	875
		5	185	1	34	2	104	2	47
		1	50	1	50				
		2	69	1	17	1	52		
		5	588	1	60	2	323	2	205
		1	70	1	70				
		3	136	2	74	1	62		
		2	1,900	2	1,900				
1	25,834	45	78,108	19	56,042	16	5,405	11	16,661
		5	380	4	242			1	138
		1	119	1	119				
		1	115	1	115				
		3	83	1	40	1	3	1	40
		1	89	1	89				
		1	26			1	26		
		3	288	2	266			1	22
		1	100					1	100
		9	1,456	4	267	3	850	2	339
		1	150					1	150
		1	41	1	41				
		1	28	1	28				
		1	13	1	13				
		2	145			1	30	1	115
		1	32	1	32				
		9	710	5	352	1	200	3	158
		6	300	5	282			1	18
		1	63			1	63		
		4	587			3	524	1	63
		1	80	1	80				
		1	213	1	213				
		3	595	1	150			2	445
		1	9					1	9
		1	275			1	275		
		1	35	1	35				
		2	116	2	116				
		3	150			2	68	1	82
		2	101					2	101
1	25,834	202	100,133	93	66,482	57	11,936	52	21,715

Part III.

Particulars of Important Disputes.

PARTICULARS OF IMPORTANT DISPUTES.

As the essential facts concerning each dispute recorded in 1903 have been given in Table I of the preceding section, the following text is introduced only for the purpose of furnishing additional information respecting the important disputes of the year. The measures of importance are the number of workers engaged, the aggregate amount of working time lost or the personal intervention of some member of the Board of Arbitration. Every dispute is described in which upwards of 1,000 men took part and all others in which the amount of time lost aggregated more than 25,000 workdays; further, all disputes that the State Board investigated or attempted to bring to an amicable close and certain controversies submitted to the arbitration of private boards.

I.—STONE, CLAY AND GLASS PRODUCTS.

GOUVERNEUR MARBLE WORKERS.

About sixty marble workers, mostly finishers, went on strike May 1st for a nine-hour day without a reduction in wages. Deputy Commissioner Lundrigan visited Gouverneur May 16th and on investigation found that both parties to the difficulty were organized, that is, the employers had formed an organization known as the Marble Dealer's Association and they had practically decided that the conditions existing previous to the strike were the only terms that could be granted. He submitted a proposition to both organizations that the questions in dispute be submitted to local arbitration for settlement and that pending such settlement the men on strike should return to work. The proposition was accepted by the employees' union and rejected by the employers' association. The strike remained unsettled for three months, when it was abandoned. In this connection, attention is called to the agreement between the executive committee of the national organizations of marble dealers and marble workers, as it provides for a conciliation board designed to do away with strikes and lockouts. (Page 235 below.)

KINGSTON BRICKMAKERS.

A strike of large dimensions began in the brickyards of Kingston and vicinity on May 20th which in its cause, conduct and outcome closely resembled a similar dispute in the same locality two years earlier save that in this instance there was no lawlessness or rioting.* On the morning of May 20th the workers in one yard demanded an advance in wages of 15 cents a day and upon the employers' refusal promptly quit work. The strikers were entirely unorganized (as is the case with all the brickmakers of the state) but proceeded in a body to other yards where their numbers were rapidly swelled until by the close of the day 10 yards were tied up and about 1,000 workers were out. For a week the suspension of work continued but with the employers firm in their refusal of any concession as to wages. The owners were the more inclined to view the shut-down with equanimity in view of a greatly decreased demand for brick at the time on account of the suspension of constructive work in New York City through the great building trades' dispute. It does not appear that any formal negotiations for a settlement occurred and the dispute came to an end on May 28th by the strikers returning to work at the old rate of wages.

NEW YORK CITY MIRROR WORKERS.

A serious dispute occurred in the summer of 1903 in the important mirror making industry of New York City. The parties thereto were 28 firms belonging to the Metropolitan District Mirror Manufacturers' Association and Locals 25, 30 and 34 of the Amalgamated Glass Workers' Association. The main point of difference was the question of "reference certificates" which the manufacturers had decided to require of every employee when hired but which the workmen refused to agree to on the ground that they constituted a virtual system of blacklisting. This question came up in May and a number of conferences were held without any agreement. Matters reached a crisis on June 13th when the union presented for signature a general agreement, one clause of which absolutely prohibited the use of the employment certificates. Other important conditions embodied in this proposed

*Cf. Fifteenth Annual Report of the Board, 1901, p. 105.

agreement were the "closed shop," a fifty-two hour week, and the scale of wages adopted by the national convention of the amalgamated glass workers. The question of wages constituted a secondary issue in the dispute, the specific point of difference being as to the amount of work which should be required of each man per day. Toward the latter part of it the question of open or closed shop also became an issue but the certificate system remained throughout the main controversy.

The manufacturers refused to consider the agreement as presented by the men on June 13th and on the 18th there was a strike to enforce its terms by about 700 bevelers, polishers and silverers in the 28 establishments affected by the dispute. Efforts for a settlement were not lacking after this suspension. General Secretary of the Amalgamated Glass Workers, William Figolah of Chicago, twice visited New York City in efforts to arrange terms but without avail. Very soon after the stoppage of work the manufacturers began hiring new hands and instructing them in the different branches of mirror making and thereafter the open shop question became an obstacle to agreement, the employers insisting upon that as a condition of any settlement. There was some weakening of the strikers' position through the return of some of them to work as they saw new hands being installed but the great body of them continued their resistance for nearly five months. The end of the dispute came on November 14th when the local unions involved gave up the fight and declared the strike off and so permitted a general return to work so far as places still remained open.

II.—METAL WORKING AND MACHINE MAKING INDUSTRIES.

BUFFALO BLAST FURNACE WORKERS.

On July 23, 1903, about 550 employees of the Buffalo Union Furnace Company went on strike. Upon investigation by Deputy Commissioner Lundrigan, it developed that there was a question of veracity as to the cause of the strike—the employers claiming that the strike was caused by the reduction of a member of the union from the position of foreman to that of a journeyman; the representatives of the union claiming that the

cause was the reduction of the rate of wages of the man in question below that provided for in the wage scale for workmen of his class. On attempting to arrange for a conference of the parties to this dispute, the employers' representatives took the ground that they would not recognize or treat with the local union as then constituted, on account of its having broken the one-year working agreement made on July 1st; their contention being that that action demonstrated its lack of responsibility. At the inauguration of the strike the officers of the National Association of Blast Furnace Workers and a representative of the American Federation of Labor arrived on the scene and after repeated separate conferences with representatives of both parties held a conference at which both parties were represented and which resulted in emphasizing the intention of the company to ignore the local union. The general officers of the union appealed to the general officers of the Buffalo Furnace Company at Cleveland, Ohio, to interfere in behalf of a settlement. This the general officers declined to do, taking the same position as to the responsibility of the local organization as was held by their local management. On August 6th a tentative agreement was made between the local management of the Furnace Company and representatives of the Trades and Labor Council of Buffalo, the terms of which were not made public, by which the men were allowed to believe they were to return to work and the strike to be ended. Upon the men reporting for work it was learned that certain of them would not be re-employed. Whereupon all of the men who had reported for work or who had actually returned to work again went on strike and the strike was formally declared by the local union to be again in full force. After this occurrence the entire plant was shut down, no attempt being made to operate any department. On the 19th of August the company sought and obtained from Justice Childs an injunction restraining the local union of the National Association of Blast Furnace Workers and Smelters of America from committing acts of violence or intimidating the company's employees, etc. Finally about August 23d a major portion of men belonging to the Blast Furnace Workers' Union formed a separate union which was recognized by the local management and on August 25th this new union declared the

strike at an end and its members returned to work. It is reported that all of the strikers were re-employed with the exception of about 20.

BUFFALO DRY DOCK EMPLOYEES.

On March 16, 1903, the holders-on and heaters employed by the Buffalo Dry Dock Company went on strike, owing to the refusal of the superintendent to reinstate a member of their union who, the men alleged, was discharged for serving on a committee that waited on the manager for the purpose of requesting an increase in wages. The management contended that this man was discharged for neglect of work and not in any sense because of his having served on any committee. The riveters were necessarily thrown out of work, as they could not work without the holders-on and heaters. Three days later the ship carpenters and calkers went on a sympathetic strike and on March 27th practically all of the rest of the employees also went on strike, making an aggregate of about 1,000 men. Deputy Commissioner Lundrigan visited Buffalo on March 27th and upon investigation found that both parties had practically broken off negotiations; and, after conferring with both parties separately became satisfied that some misunderstanding existed and undertook to arrange a conference for the purpose of clearing it up. On the 28th he found that the union had practically decided on the ultimatum that all men, including the discharged man, must return to work unconditionally; but he induced the representatives of the union on strike, including the sympathetic strikers, to meet the officers of the Dry Dock Company, with a result that a further conference was arranged by them for the afternoon of the 28th and at that conference the following agreement was entered into and the work in all the departments of the Buffalo Dry Dock Company's plant was resumed the following morning:

All men, including John Wilson, to return to work in all departments of the Buffalo Dry Dock Company on Monday a. m., March 30, 1903, at the usual hour of 7.30, after which an arbitration committee is to be appointed, the members of which are to be named by both parties on Saturday, April 4, 1903. Neither of such appointees are to be employees of the Buffalo Dry Dock Company, it being understood that the matter of the late discharge of John Wilson by the Buffalo Dry Dock Company is to be the subject of decision of the arbitration which is to be binding on both parties.

The arbitration committee to be comprised of three men, the third man to be appointed by the two appointees of the Buffalo Dry Dock Company and their employees.

On July 13th about 200 laborers in the employ of the Buffalo Dry Dock Company went on strike owing to the refusal of their employers to grant an increase in wages which had been requested some time previous. The holders-on and heaters also struck in sympathy with the laborers, with the result that the entire force of about 600, including strikers, were idle, owing to inability to carry on the work without the men on strike. Deputy Commissioner Lundrigan investigated this dispute and tendered the services of the Board of Mediation and Arbitration. The contention of the management was that no question of mediation and arbitration was involved, as the employing company was then paying the highest rate that it could afford to pay for the class of labor involved in this strike and that the men must either return at the rate in effect before the strike or the plant would remain closed. After the strike had been in existence some time the local representatives of the several trades involved and of the local United Trades and Labor Council together with a representative of the American Federation of Labor conferred with the management and presented a plan which was intended to minimize strikes in this and similar plants where several trades or unions are collectively engaged in one industry. The plan was approved by the management and presented to the several unions involved for ratification. While many of them decided to adopt the plan it was finally rejected, and the strike continued until August 25th, when it was terminated by an agreement between the unions involved and the management of the Buffalo Dry Dock Company, the terms of which were not made public.

JAMESTOWN STEEL CABINET MAKERS.

On August 21, 1903, about 500 members of the steel cabinet workers and japanners and finishers unions employed in the works of the Art Metal Construction Company of Jamestown went on strike to enforce a demand made May 27, for a general increase in wages and a reduction in hours from 10 to 9 a day. A member

of the Board of Arbitration visited Jamestown on September 2d and after conferring with both parties, arranged for a conference, which was participated in by the president of the Art Metal Construction Company, full executive committee of both unions involved and himself.

The conference developed the fact that while the employers claimed a strike existed, the representatives of the unions contended that employees were locked out, through employers posting notice for the closing down of plant at 5.30 p. m., August 21st. The following communication would indicate that strike was to take place next day, August 22d.

STEEL CABINET WORKERS' UNION, No. 7294, AFFILIATED WITH AMERICAN FEDERATION OF LABOR.

JAMESTOWN, N. Y., *August* 20, 1903.

IN HALL OF STEEL CABINET WORKERS' UNION, UO. 7294.

Mr. J. W. HINE, *General Manager Art Metal Construction Co.:*

Dear sir.—At a joint meeting of the Steel Cabinet Workers' Union, No. 7294, and Japanners and Finishers' Union, No. 9069, a resolution was unanimously adopted that unless the demands as made by the Steel Cabinet Workers' Union, No. 7294, upon the abovesaid company are not complied with by 10 o'clock Saturday morning, August 22d, 1903, that the members of said unions have agreed not to work until same demands are satisfactorily adjusted. The above action was deliberately taken with the endorsement of the American Federation of Labor, also of other locals of which members are employed in your factory. Believing that two (2) different propositions would interfere with an amicable adjustment of the differences between said company and said unions, we, the undersigned committees of said locals agree to withdraw the proposition of the Japanners and Finishers Union, No. 9069, and unanimously support that as made by the Steel Cabinet Workers' Union, No. 7924.

STEEL CABINET WORKERS, 7294.
JAPANNERS AND FINISHERS, 9069.

The result of the conference was a verbal statement or declaration by the President of Art Metal Construction Company, providing that all former employees should return to work the following Tuesday, September 7th, under same conditions as existed before stoppage of work, with the understanding that the management would undertake to bring about trade conditions within one year that would result in a shorter work-day. This proposition was submitted to the membership of unions involved September 6th and was by them rejected. Management of the Art Metal

Construction Company re-opened the plant Tuesday, September 8th, and resumed operations with about 125 former employees, mostly unskilled workmen, who were not engaged in original dispute, but were rendered idle, owing to suspension of operation.

In response to request from a representative of the Union, a member of the State Board again visited Jamestown on September 22d, to undertake the continuation or re-opening of negotiations looking toward a settlement of the dispute and arranged a conference of same parties as before, with the addition of a representative of the American Federation of Labor. Several informal and formal conferences were held with interested parties. The nearest we were able to approach to settlement was a proposition verbally submitted by the President of the Jamestown Common Council, which recommended that the strike be declared off and the men return to work, with the assurance that the employing corporation would undertake to carry out the proposition submitted by its President at the conference September 2d; the employer declining to undertake to define any specific time within which it should be accomplished, or to further treat with the men on strike until they had returned to work.

This proposition, was submitted to the union membership, at a special meeting on September 25th. The union refused to entertain any proposition which was not presented in writing. The efforts of the Board ended here and the strike continued. The employers gradually filled the places of the former employees, either by employing new men or by return of former employees. They declared the plant to be running full handed about November 25th. The Unions involved formally declared strike at an end January 27th, 1904.

NEW YORK CITY BOILER MAKERS AND IRON SHIP BUILDERS.

On March 9th and 10th a general strike of boiler makers and iron ship builders employed in the shipbuilding industry in Greater New York involving a payroll of 3,000 men took place. The cause of the general strike was largely sympathetic, owing to the failure to adjust differences between the firm of Townsend & Downey and the boiler makers employed by them, who had been on strike since January 26th owing to their refusal to work

with non-union men in that yard. On May 9th the Marine Trades Council ordered a general strike in this branch of the industry in all of the plants operated by members of the New York Metal Trades Association—about forty in number—and a general strike of all affiliated trades in the shipbuilding yards of Townsend & Downey, as a sympathetic strike in connection with the general strike in that yard. The general direction of the strike for the employees was vested in Mr. F. J. McKay, business agent for the boiler makers and iron ship builders of Greater New York. Deputy Commissioner Lundrigan visited New York on May 11th, and on that day and the day following had conferences with Mr. McKay and also Mr. Hunter, commissioner for the New York Metal Trades Association, which represented the employers. Both parties took the ground at that time that the other had practically forced the issue of the strike. It appears from correspondence between the parties (copies of which were submitted to the Board of Arbitration) that at first members of the Association declined to treat with the employees, excepting through the Association, and that while it was apparently the intention of both organizations to appoint committees to confer on the matters in dispute, this intention was not understood by the Marine Trades Council at its meeting on Monday, March 9th, and the strike was declared. After the general sympathetic strike was declared, the employers refused to meet or treat with a committee of employees until the strike should be declared off. "We interfered," reported Mr. Lundrigan, "and, I believe, succeeded in clearing up the misunderstanding which had grown out of the preliminary correspondence. This no doubt tended to bring both parties together, which was accomplished May 14th through the good offices of the Civic Federation and others. The meeting was held in the office of the Civic Federation, New York City, and after several hours of conference a tentative agreement was entered into which resulted in the sympathetic strike being declared off pending negotiations for settlement of the original grievance in the Townsend-Downey Company's plant by local arbitration."

In addition to the immediate cause of the strike, there was a general demand for increased wages, etc., put forward by District Lodge No. 2, of the Seaboard (representing local lodges Nos.

16, 21, 33, 36, 45, 163, 171, 176, 200, 264, 307 and 313), which was contained in the following proposed form of agreement for the year beginning May 1, 1903:

Section 1. That eight hours shall constitute a day's work on all work outside of shop.

§ 2. That nine hours shall constitute a day's work on all shop work.

§ 3. That eight hours shall constitute a day's work on all work Saturdays, except the months of June, July, August and September, when half-holidays will be in effect.

§ 4. That forty cents (40c.) per hour be the minimum rate of wages for an eight-hour day for boiler makers, riveters, chippers and calkers.

§ 5. That forty-five cents (45c.) per hour be the minimum rate of wages for an eight-hour day for fitters-up.

§ 6. That thirty-five and one-half cents (35½c.) per hour be the minimum rate of wages for a nine-hour day for boiler makers, riveters, chippers and calkers.

§ 7. That forty cents (40c.) per hour be the minimum rate of wages for a nine-hour day for fitters-up.

§ 8. That forty-five cents (45c.) per hour be the minimum rate of wages for a nine-hour day for flange turners, angle-iron smiths and furnace men.

OVERTIME.—That all overtime worked inside or outside of shops shall be paid for on the basis of two and one-half (2½) hours for each and every hour worked.

§ 9. That two hours for one be demanded for every hour worked during the Saturday half-holiday, from 12 m. to 4 p. m.

§ 10. That employees hired at or sent out from shops to jobs shall receive carfare or necessary expenses to and from said jobs.

§ 11. None but members of the Brotherhood of Boiler Makers and Iron Ship Builders of America to be employed.

N. B.—In the event of a change in this agreement by either party, three (3) months' notice shall be given.

Sympathetic strikes will not be a violation of this contract.

That business agents shall have access to all shops and jobs when necessary.

That all overtime be abolished as much as possible.

When negotiations for a settlement of the original dispute were re-opened this proposition naturally became an important factor and it was mutually agreed that the arbitrators selected should incorporate in their findings a decision on all of the general conditions to govern the working relations between employers and employees following the occupation of boiler maker and iron ship builder. The finding of the conciliation committee, which is contained in the working agreement now in force (printed in Chap-

ter IV), assured an advance in wages from $2.80 to $3 per day (instead of $3.20 as demanded) for boiler makers, riveters, chippers and calkers, and a five per cent advance for flange turners, angle smiths, etc.

NEW YORK CITY, MANHATTAN, HORSESHOERS.

Journeymen Horseshoers' Union No. 1 of Manhattan Borough, inaugurated a general strike on December 8, 1902, in establishments that had declined to concede its demands for increased wages and to allow the union stamp or label to be impressed upon horseshoes used in those shops. An advance of fifty cents per day was asked for each of the two classes of workers engaged at the trade—that is to say, men at the fire to receive $4 daily, and those on the floor $3.50. Eighty-four concerns, having 339 horseshoers in their service, granted the union's terms on or before the above date, but in 139 other shops, wherein 461 journeymen were employed, there was a cessation of labor owing to non-compliance with the demands. Forty-three of the latter firms, after their 175 employees had been out for periods varying from a few days to three months, acceded to the new rules, but ninety-six employers, whose 286 men had struck, declined to yield. Nearly all the concerns that took this stand were affiliated with the Master Horseshoers' Association, an incorporated body, which announced that, while its members were willing to raise the rates of pay, they would not under any circumstances consent to use the union device. This objection evidently arose from the fact that several years ago the employers' organization adopted a stamp or trade-mark, which it required its members to affix to horseshoes fitted in their shops, and it was claimed that the union, by ordering the strike, purposed to impair, diminish or destroy the value of such stamp. This was denied by the workmen's association, which asserted that it would gladly permit its members to handle these products provided the employers would in turn recognize the label of the union, it being contended by the latter that it was only through such arrangement that the interests of the journeymen could be fully protected.

At an early stage of the dispute the Master Horseshoers' Association applied to the Supreme Court for an injunction restraining President James Quinlivan and the other members of the

union in any manner "from interfering with the objects and business of the plaintiff and its members by resorting to any species of threats, intimidation, force or fraud upon plaintiff's members, or upon any employees or customer of any member of the plaintiff." Upon the return of the order to show cause Justice Truax refused to continue the injunction and vacated the one that had been granted pending the proceedings to show cause, upon the ground that as it was not proper to grant an injunction in the case of the National Protective Association vs. Cumming (170 N. Y., 315, BULLETIN, 1902, p. 133) it would not be proper in this case. The plaintiff appealed from this judgment and late in May the Appellate Division, First Department, handed down a decision, prepared by Justice McLaughlin and concurred in by Justices O'Brien and Laughlin, reversing the order appealed from and continuing the injunction during the pendency of an action against the defendants. The court held that the principle announced in the Cumming case had no application whatever to the facts presented.

"There the issues involved," wrote the Justice in the prevailing opinion, "were whether one labor organization had the right to refuse to permit its members to work with fellow-servants who were members of a rival organization, while here the real issue is whether the defendant, because the plaintiff will not accede to its demands, has the right to resort to physical force for the purpose of destroying the plaintiff by impairing its membership and injuring it in its property rights. * * * It is no answer to the plaintiff's contention that it has a right to maintain the action to say that each member of its association could maintain an action in his own behalf to recover the damages which have been inflicted upon him by the members of the defendant, or to enjoin defendants from participating in such acts of violence by advising or approving what its members are doing. The plaintiff has been duly incorporated under the laws of the State and as such has rights in the nature of property which are entitled to the protection of the court. It has a right to exist, and when its destruction is sought by unlawful means, no matter in what way or by what methods, it has sufficient standing in an action brought to prevent that result to enable a court of equity to exercise the powers which it possesses. The defendant has no right, either directly or indirectly, acting in its corporate capacity, or through its individual members, to resort to physical force for the purpose of enforcing its alleged rights. This, as I read the complaint, is precisely what it is doing, and it should be enjoined until the action has been tried."

An opposite view was taken by Justice Ingraham—who wrote the dissenting opinion, which had the concurrence of Presiding Justice Van Brunt—as to the right of the Master Horseshoers' Association to maintain the action, it being held that the plaintiff, as a membership corporation, has a personality entirely distinct from that of its individual members. He said:

"The strike was not against the plaintiff corporation. Certain employees of members of the plaintiff corporation had struck and refused to continue to work for their employers unless their demands were acceded to; and to enforce that demand violence was resorted to, which was clearly illegal, but the injury that resulted was injury to the individual members of the plaintiff corporation, and not to the corporation itself. There was no demand that the defendant's employers should withdraw from the corporation, and nothing that could possibly affect the plaintiff's property. The right to use its stamp or trade-mark not being involved, and the plaintiff corporation having no authority to commence an action to protect its members, I can see no ground upon which this action can be maintained. The injury that was sustained by the unlawful acts of the defendant affected the individual members of the plaintiff corporation. If there had been a trespass upon the individual property of a member of the plaintiff corporation which had caused injury, that individual could maintain action against the wrongdoer, or if the property of an individual member of the plaintiff corporation had been converted, such individual member could have maintained an action for such conversion; but it could hardly be claimed in such a case that the plaintiff corporation could recover for the damages sustained by such unlawful acts affecting its individual members. * * * I can find no evidence in the record that the members of the defendant association interfered in any way with the plaintiff corporation or affected its property rights or interests which would justify the corporation in maintaining an action, either to recover damages for the unlawful acts complained of, or to restrain the continuance of such unlawful acts."

NEW YORK CITY JEWELRY WORKERS.

On July 28th about 60 members of International Jewelry Workers' Union of America No. 1, employed by Shiman Brothers, jewelry manufacturers, went on strike because the firm refused to compel one of its employees to pay his dues to the union, which were in arrears. Thereupon the Manufacturing Jewelers' Association of the City of New York, of which Shiman Brothers were members, and to which they appealed, took up the latter's cause, and early in August issued an ultimatum threatening a general lockout unless the strikers immediately returned to work. To

this the workers, in mass meeting assembled, replied with a nearly unanimous decision to hold out for their demand which had now become a general one for recognition of the union. On August 10th, therefore, the employers' association carried out its threat and every one of its 69 members closed his shop throwing out of work some 1,400 men, of whom 563 were reported as directly concerned in the dispute.

For a month the suspension of work continued with little or no change in the deadlock over the question of recognition and then ended with the return of the men to work on September 12th under the conditions prevailing prior to the strike. The aggregate loss in working time in this dispute is estimated at over 40,000 days. The union reported that its members lost $54,000 in wages and $18,000 more in benefits.

NEW YORK CITY SILVERSMITHS.

On November 3, 1902, the silversmiths, chasers and finishers of New York City instituted a general strike to obtain a reduction of hours from ten to nine per day with eight hours on Saturday. About 1,000 men and 75 girls went out in this the first strike in the trade in sixteen years, and at least nine firms were involved. The strikers, who were unorganized, appointed an executive committee of 18, which had full charge of all matters in connection with the dispute. Six firms promptly yielded to the demand and their employees returned to work on the 4th. The other employers declined to make concessions. On November 10th Mr. Bernard Stark, State Mediator of Industrial Disputes, met the employees' executive committee and discussed the situation with them, attending afterwards a general meeting of the strikers. At this meeting the committee reported that several firms, including the Whiting Manufacturing Company, had offered to grant the nine-hour day on condition that nine hours should be the working time for Saturday as well as other days. It was voted to accept this proposition and work was resumed by the employees of these firms on November 11th. In the other establishments, the two largest being Messrs. Tiffany & Co., whose factory is at Forest Hill, New Jersey, and Dominick & Haff, the strike was prolonged until December 3d, when it was declared off at a meeting of the strikers

by vote of 68 to 54. This action was taken in view of the prospect of a long continued struggle if maintained, combined with the pressure of want felt by many as the result of the stoppage of their income with no benefit fund for their relief. About 450 of the strikers returned thus to the ten-hour day, while about 600 had gained a 53 or 54 hour week.

NEW YORK CITY, BROOKLYN, STRUCTURAL IRON WORKERS.

Early in May there was a movement instituted to establish the Saturday half-holiday among the structural and architectural iron workers employed in shops in Brooklyn. Table I (page 36) contains data on this controversy in two large establishments, one of which—the Hecla Iron Works—closed down. On the 12th of May demands had been presented for the Saturday half-holiday throughout the works and for increases of wages for finishers to 36 cents per hour and for helpers to 25 cents. After conferences these demands were refused, whereupon there was a strike by about 300 of the employees. The officials of the company according to their published statements, believed that the demands made were less the outcome of general dissatisfaction on the part of their employees than the result of agitation by union officials, especially of delegates from outside the establishment. They were also incensed by the fact that many of the striking employees were receiving dividends under a profit-sharing system maintained by the company, dividends being paid upon the total amount of an employee's annual wage at the same rate as on any of the capital stock of the company. On the 13th of May the heads of the firm after a consultation decided to close the entire plant for an indefinite period and accompanied this decision, which went into effect on the following day, with the announcement that the profit-sharing system would be abolished. About 600 men were thus thrown out of employment, making a total of 900 idle.

The lockout continued until June 1st. On that day the plant was reopened and most of the employees who did not go on strike returned to work. A few of the original strikers also went back as soon as the company began hiring new men a few days after the reopening of the works, but most of them held out until June 18th. Then a serious break in their ranks occurred when about

a score sought their old positions. This action induced the others to give up the fight and at a meeting held on the 18th the strike was declared off and the next day the strikers appeared in numbers at the works in quest of re-employment. According to the press reports, upon which this account is based, the great majority of the strikers were very soon taken back, although the firm declared its intention of retaining permanently the new men who had been employed during the dispute. The result of this dispute was not only failure to enforce the demands made as to hours and wages, but the abolition of the profit-sharing system which had been in operation for seven years.

NIAGARA FALLS MACHINISTS.

While at Niagara Falls in connection with the paper mills strike, the attention of Deputy Commissioner Lundrigan was called to the strike of the machinists that had existed since May 1st in the plants of the Acker Process Company, Dobbie Foundry and Machine Company, Carter-Crume Company and the Carborundum Company. The plants in question are general manufacturing institutions and the machinists on strike are the men who keep in repair and supervise the running of the mechanical portion of the plant. The strike was the result of the refusal on the part of the employers to grant a general demand for the nine-hour day which had been made early in the year. The Board was requested to undertake to re-open negotiations between the parties directly involved in the strike, and with that object in view Mr. Lundrigan held several conferences with representatives of the several employers and also the officers of the Employers' Association at Niagara Falls, as well as the representatives of the machinists' union. The first obstacle that he encountered, which for the time being proved insurmountable, was the fact that the employers were unwilling to consider any proposition that would involve the discharge of the men who had been employed in the places of those on strike and the unwillingness of the men to consider any proposition that would require them to work with non-union men; therefore, the negotiations failed without reopening or discussing the original question of the nine-hour day. While the number of men on strike was comparatively small—about 20—

the character of their work is such that considerable inconvenience was experienced by the plants affected. Later a settlement was effected in the Carter-Crume plant, August 1st, through which, according to our information, the nine-hour day was granted. No settlement has been reported at the other plants further than that they reported running full handed July 1st.*

RENSSELAER MACHINISTS.

Sometime previous to August 1st the machinists employed by the Boston and Albany Railroad Company had made a general request for a nine-hour day with the same rate per day as with the existing ten-hour day; failing to receive a satisfactory settlement the matter was placed in the hands of the international officers of the machinists' union and on August 8th a strike was inaugurated in the shops between Albany and Boston inclusive; the one plant located in New York State being that at Rensselaer, where about 100 men were affected. Immediately upon advice of the existence of a strike, Deputy Commissioner Lundrigan visited Rensselaer and, after conferring with the representatives of the strikers and the local master mechanic of the Boston and Albany Railroad Company, learned that all negotiations were being conducted by the general officers of the Boston and Albany Railroad and the Machinists' International Union at Springfield and Boston, Massachusetts, and that the local management had no authority or jurisdiction in the premises to effect a settlement. This, of course, took the entire subject matter out of the jurisdiction of New York State. The strike was settled August 26th, at a conference between committees from the various shops on the line of the Boston and Albany Railroad and General Manager Van Etten; the conditions being that all of the men were to return to work and that the nine-hour day be granted without increasing wages, except that when required to work more than nine hours per day the excess time will be paid as overtime at overtime rates —that is, time and a half.

TROY FOUNDRY HELPERS.

On April 1, 1903, the foundry helpers in 11 foundries in Troy went on strike for a nine-hour day. This was granted in all

*This dispute is entered under the chemical industry (Group V, p. 42) in Table I.

but three of the principal foundries, employing about 150 helpers. Deputy Commissioner Lundrigan visited Troy on April 2d and tendered the services of the Board of Mediation and Arbitration; also holding conferences with the representatives of the employers and employees. On the same date a conference of employers and employees was arranged through the national officers of both the iron and brass molders' unions, which resulted in the termination of the strike so far as the molders were concerned, who, while they were not actually on strike, had taken the stand that they could not work with non-union helpers. Within a few days a settlement was effected by which the valve workers, who were also practically on strike, returned to work at a slight increase in the overtime rate. Before the 15th of April all of the helpers had gradually returned to work on practically the same conditions as before the strike.

III.—WOOD MANUFACTURES.

NEW YORK CITY MACHINE WOOD WORKERS.

In April, 1903, while the strike of the United Brotherhood of Carpenters and Joiners against the Amalgamated Society of Carpenters and Joiners was in progress in New York City, a number of machine wood workers attached to the Brotherhood struck in eight large mills to assist the outside carpenters, alleging that these manufacturers of trim had violated a trade agreement by furnishing material to buildings on which members of the Amalgamated Society were employed. At the time of this sympathetic movement forty-four hours constituted a week's work in the mills affected. A settlement had not been reached on June 2d, when the Manufacturing Wood Workers' Association, which afterward joined the Building Trades Employers' Association, resolved to open their establishments, with a stipulation that the weekly working time thereafter would be fifty hours, but the shop employees refused to return on such terms. About a week later the general lockout in the constructive industry extended to the mills controlled by the employers' association. On the night of July 16th the Manhattan District Council of the Brotherhood ratified the action of its officials in accepting the plan of arbitra-

tion of the Building Trades Employers' Association, and earlier on the same date, it was reported, the Manufacturing Wood Workers' Association entered into a contract with the Amalgamated Wood Workers' International Union, a rival of the Brotherhood in shop work, this agreement binding the Amalgamated's members to work fifty hours per week. The Brotherhood demurred to this proceeding, filing a complaint with the General Arbitration Board, consisting of employers represented in the Building Trades Employers' Association and an equal number of representatives of employees' unions, and referred by that tribunal to a special arbitration board for adjudication. These arbitrators could not arrive at a solution of the difficulty, and the whole matter was referred to Hon. John De Witt Warner, as umpire. The main contention of the manufacturers was that outside of the city mill employees worked more than forty-four hours per week; that the New York concerns could not successfully compete with interior establishments under such circumstances, and that, therefore, the weekly working time was increased to fifty hours. It was maintained by the union that "the Board of Arbitrators have ruled that the questions of competition in trade and the controversies between the United Brotherhood" and other organizations "are not pertinent to this inquiry; * * it being agreed and understood that such kinds of work as have been heretofore recognized as being in the possession of a trade are not subjects for arbitration; that the wages paid in the skilled and unskilled trades shall not be reduced, nor the hours increased for one year from the date of the general acceptance of this agreement; * * that it was the purpose and spirit of the arbitration agreement to reinstate the shop hands into their positions before their lockout as it was to reinstate the outside carpenters and other trades in their position before the previous general lockout;" that the signing of the arbitration plan "was an assurance that the Brotherhood could return to shop and other work that 'was in possession of their trade' at their old wages and hours, namely, for shop hands forty-four hours and a minimum wage of $18 a week, and that the men would go back to work and would not ask for any changes in their wages or hours for a year, and to both that arbitration should settle all disputes. It was on the eve of the approval by

the unions of this general peace that these eight mills" entered into an agreement, "for less wages and more hours than those of the Brotherhood, which they made on July 16th with the Amalgamated Wood Workers. * * If these eight mills were in possession of the Brotherhood at the time of the arbitration agreement and the time it refers to there can be no question of the violation of section 16, in that they have not reinstated the Brotherhood of Carpenters, and have reduced wages and increased hours of work. These eight mills have had agreements with the Brotherhood since about 1897, and they have been known as Brotherhood shops for years. * * The latest of these agreements were made between June and October, 1902, and had no period of termination; * * that all of the eight shops started in on the fifty-four hour basis and minimum wage of $15 on or about June 8th, or attempted to do so, is conceded; that in doing so they considered that they had broken their agreement with the Brotherhood; * * that it should be determined that the eight mills should employ Brotherhood men at their rates of wages from the time of the decision herein to July 16, 1904."

On September 30th the umpire rendered his decision, holding that the complaint of the Brotherhood had not been substantiated and should be dismissed, as "it has not been shown that since June 8, 1903, either of the defendants had reduced wages or increased hours." His findings, in detail, were:

The clause of article 2 of the general arbitration plan, and in the complainant's brief referred to, reads as follows:

"It being agreed and understood that such kinds of work as have been heretofore recognized as being in the possession of a trade are not subjects for arbitration."

As to the clause from article 2 above quoted, it has seemed to me clear: (1) That the words "such kinds of work" could refer neither to any special building or buildings, shop or shops, but that its reference was to the sort of work over which the several unions should be respectively recognized as having jurisdiction; and (2) that the arbitration plan having excluded such questions from its operation, I have no right to consider or pass upon them as such, and that the charges upon which I am to pass are, therefore, reduced to these:

FIRST.—That at the date of the complaint, in employment within the jurisdiction of trade unions, the defendants, the Harlem River Woodworking Company and others, were employing others than members of trade unions; and

SECOND.—Within one year from the date of the general acceptance of the arbitration plan had reduced wages or increased hours.

I find—

I. The arbitration plan was generally adopted so as to entitle the parties hereto to its mutual benefits and impose upon them its mutual obligations on July 17, 1903.

II. It has not been shown that at the time of the complaint herein, or for some time previous, either of the defendants had employed others than members of trade unions.

III. It has not been shown that since June 8, 1903, either of the defendants has reduced wages or increased hours.

I therefore decide that the complaint herein has not been substantiated and should be dismissed.

On October 9th, on request of the United Brotherhood of Carpenters and Joiners, Mr. Warner handed down the following findings of fact:

FIRST.—On or about the 9th day of July, 1903, the eight firms complained of were paying a minimum of $18 per week of fifty hours' work.

(Found.)

SECOND.—The date as of which should be taken the rate of wages and hours to be maintained under the arbitration agreement was at or just prior to June 8, 1903.

(Not found.)

Any change of $18 minimum paid per week for fifty hours' labor to $15 minimum paid per week for the same number of hours' labor is a reduction of wages.

(Found.)

Article IV of exhibit 15, reading as follows:

"Article IV. The minimum scale of wages for bench hands and machine hands of the first class shall be $18 per week, and for bench hands and machine hands of the second class shall be $15 per week"—is in itself a violation of the arbitration agreement.

(Not found.)

(As I read the arbitration agreement and the complaint, they apply only to actual reduction of wages paid. I find no proof in the record that in fact any such reduction of wages had been actually made.)

THIRD.—On and after July 16, 1903, the rate of wages paid by these eight firms was at the rate of $15 per week minimum.

(Not found.)

FOURTH.—The eight firms complained of employed Brotherhood men at Brotherhood wages up to on or about June 8, 1903.

(Not found.)

FIFTH.—The eight firms locked out Brotherhood men on or about June 8, 1903.

(Found.)

SIXTH.—The contract, being exhibit 15, was entered into between the Manufacturing Woodworkers' Association, including the eight firms complained of, and the Amalgamated Woodworkers on the day before the unions approved the arbitration agreement fixing a scale of wages for these firms.

(Found as to the date of the contract, exhibit 15, referred to; not found as fixing the scale of wages actually paid by these firms.)

SEVENTH.—The contract, exhibit 15, reduced the wages theretofore paid by these eight firms.

(Not found.)

EIGHTH.—The contract, exhibit 15, was so made in order to alter the status of these eight firms as to wages and to defeat, in part, the purposes of the arbitration agreement.

(Not found.)

NINTH.—Such contract fixed the rate of wages for these eight firms, from which no departure could be made under the arbitration agreement.

(Not found. The arbitration agreement provides for wages actually to be paid and hours actually to be observed.)

TENTH.—The eight firms agreed to the arbitration agreement on July 9, 1903, subject only to the approval of the unions.

(Not found. I recall no proof that the arbitration agreement was ever approved by any party conditioned on approval by any other party.)

ELEVENTH.—The manufacture of union-made trim in the city of New York was in possession of the Brotherhood of Carpenters when the arbitration agreement went into effect.

(Not found as regards these eight firms—the only ones I have a right to consider.)

TWELFTH.—Such manufacture was in possession of said Brotherhood on and previous to April 14th.

(Found, as regards the shops in question.)

Such manufacture was in possession of said Brotherhood on and previous to June 8, 1903.

(Not found, my conclusion being that it was not in such possession after June 8th, conditions between April 14th and June 8th not having been considered by me material, and the conflicting evidence thereon not having been passed upon.)

"Your opinion and conclusions are also requested as follows:

"1. Was it the duty of the eight firms to leave the status quo as to wages as of July 9, 1903, up to the time of the action of the unions on the arbitration agreement on July 16th?

"2. If the manufacture of trim in 145 out of 149 union mills and shops in the city of New York were Brotherhood shops before the arbitration agreement went into effect, would that work be 'in possession' of the Brotherhood's trade of carpentering?

"3. If all trim was made by the Brotherhood before the arbitration agreement and it was all turned over to the Amalgamated Woodworkers there-

after, could not the rights or claims of the Brotherhood to continue in this work be arbitrated under this agreement?

"4. Is the Brotherhood free to order strikes or to take other measures in its disputes about trim as 'in possession' of their trade, inasmuch as the arbitration agreement excludes such kind of work from arbitration.

"5. Is that part of article 2 referring to such kinds of work as in possession of a trade so ambiguous as to require extrinsic evidence of its meaning?

"6. Was it the spirit and intent of the arbitration agreement to restore all men to the work they enjoyed before the general lockout of the outside carpenters and other trades and the subsequent lockout of the inside carpenters."

As to each of the above I do not find it a matter of fact such as would be proper for me to include in a finding thereon.

As to No. 2, however, I note that it is the status at the eight mills here in question alone that I have thought it proper to consider; and as to No. 5, it is, I believe, covered—though not specifically so—by my finding as follows:

"The clause of article 2 of the general arbitration plan above and in the complainant's brief referred to reads as follows:

"'It being agreed and understood that such kinds of work as have been heretofore recognized as being in the possession of a trade are not subjects for arbitration.'

"As to the clause from article 2 above quoted, it has seemed to me clear (1) That the words 'such kinds of work' could refer neither to any special building or buildings, shop or shops; but that its reference was to the sort of work over which the several unions should be respectively recognized as having jurisdiction; and (2) that the arbitration plan having excluded such questions from its operation, I have no right to consider or pass upon them as such."

SYRACUSE WOOD CARVERS.

In response to a request from an officer of the local wood carvers' union at Syracuse, that the Board of Mediation investigate the difficulty existing in the furniture industry in that city, Deputy Commissioner Lundrigan visited Syracuse May 18th. Investigation showed that early in the year the wood carvers of Syracuse made a demand for a nine-hour day. Of the three firms who had practically all of the work of this character in Syracuse, Snyder & Company granted the demands without any contention; at the Simons Company plant the men went on strike March 8th and the demands were granted on May 1st after a strike of seven weeks; the employees of the Butler Manufacturing Company were still on strike. Mr. Lundrigan conferred with the president of

the Butler Manufacturing Company and also with the local officers and committee of the wood carvers' union, and in the attempt to arrange for a conference to discuss the matter, Mr. Butler took the ground that no trouble existed in his factory, as the Butler Company had decided not to do any wood carving under present conditions, and refused to reopen negotiations in any form looking to a settlement of the alleged strike. Owing to the attitude of the Butler Company and the fact there was no trouble in any of the other wood carving establishments, the Board's usefulness was at an end. May 26th the employees of this company withdrew their demands and resumed work.

IV. LEATHER, RUBBER AND HORN GOODS.

AMSTERDAM PEARL BUTTON TURNERS.

On May 19th 200 turners employed in the Hampshire Button Factory went on strike against the adoption of a new system of giving out stock and checking material and work. Deputy Commissioner Lundrigan visited Amsterdam on the 22d and found that the employees on strike were unorganized and that a large percentage of them were unfamiliar with the English language. He arranged a conference between the employees and Manager Cooper at which the new system was fully explained and the objectionable features minimized or removed, with the result that the employees returned to work May 26th.

GLOVERSVILLE AND JOHNSTOWN GLOVE CUTTERS.

On March 17th the union block cutters in the glove making industry at Gloversville—about 500 in number—went on strike for an increase in wages and the incorporation of a schedule or agreement governing the conditions of employment. Negotiations looking to the accomplishment of this purpose, without resorting to a strike, were carried on for several weeks previous to this strike without satisfactory results. On March 18th Deputy Commissioner Lundrigan visited Gloversville and on investigation found that, although the men were on strike, the relations existing between the representatives of the employers and employees were amicable, so far as getting together and discussing the existing

conditions were concerned. In fact, committees from both organizations had just adjourned a general conference until Tuesday, March 24th, owing to the compulsory absence from the city of some of the members of the employers' committee. Nothing further was done at this time than to make a formal tender of the services of the State Board of Mediation and Arbitration. About May 1st the employers, who are formed into an association, issued a notice which was in effect an order locking out all of the table cutters, who, while not being direct parties to the strike, contended that they were being asked to cut work that came properly within the province of the block cutters' work. The employers contended that, inasmuch as a rate for doing this particular kind of work was contained in the table cutters' schedule, they were bound by contract to do this work in such quantity as the employer should elect. The effect of the lockout was practically to paralyze the entire glove making industry of Johnstown and Gloversville and to render idle upwards of 4,000 working people.

Mr. Lundrigan visited Gloversville again May 21st and learned that the union had just submitted a proposition to the employers in which it agreed to submit to local arbitration the matter in dispute, that is, the questions involved in the original strike of the table cutters, with the understanding that pending the settlement by arbitration all of the employees on strike and those locked out were to return to work and both the strike and lockout should be permanently ended. The employers were insistent that the Table Cutters' Union should rescind the resolution in which they had bound themselves not to cut the grade of work in question during the strike, before their association should be asked to pass on the question as to whether or not they were willing to submit the block cutters' dispute to local arbitration. A meeting held for this purpose resulted in nothing further than to clarify the opposition of the employers to arbitration until the table cutters' resolution was rescinded. Mr. Lundrigan suggested to the representatives of both employers and employees' organizations that, in order to effect the purpose under discussion (that is local arbitration), both parties should rescind the objectionable resolutions passed by them at different times—that of the table cutters

refusing to cut the grade of work in question and that of the employers locking them out on that account. On June 2d the strike was settled by both associations following this course, which was induced, according to newspaper reports, by the intervention of a committee representing the Civic Federation of New York City.

VI. PAPER AND PULP.

DEFERIET MACHINE TENDERS AND HELPERS.

On March 16th the machine tenders and helpers in the St. Regis paper mill went on strike owing to alleged discrimination against the paper makers' union by the superintendent of the St. Regis Paper Company. The actual number of men in the original strike was about thirty. The number rendered idle through the effects of the strike and through a sympathetic strike in connection therewith was about 325 and the result was a complete shut-down in the paper-making plant. On March 20th the company obtained an injunction from Justice Rogers of Watertown restraining the union officers from ordering a strike in certain other mills for the purpose of coercing the company. On March 23d a request in the form of a telegram from the secretary of the International Paper Makers' Association was made to the State Board of Mediation and Arbitration to undertake to settle this difficulty. In response Deputy Commissioner Lundrigan visited Watertown and found that negotiations had been entirely abandoned by both parties and the determination apparently arrived at, as the management expressed it, to fight to a finish. A conference with the employers, followed by one with the officers of the international union, resulted in arranging a conference on March 25th, at which both representatives of employers and employees, together with Mr. Lundrigan, discussed the entire situation in detail, with the result that an adjournment was taken to the site of the paper making plant at Deferiet, where the conference was resumed March 26th and a proposition finally evolved which was submitted to both parties to the dispute and accepted by them. The basis of the proposition was that all of the employees, with one exception, should resume work the following

morning and that the original matter in dispute, which was the reinstatement of this individual, should be referred to a local arbitration committee. This resulted in the settlement of the strike. The Bureau of Mediation and Arbitration has since learned that the individual in question was re-instated, but has not received a report of the arbitration board's finding.

FORT EDWARD WOOD HANDLERS AND TOUR WORKERS.

On account of a demand made by the wood handlers and tour workers employed by the International Paper Co. at Fort Edward for a restoration of wages to the former rates after a cut of 16½ cents per day had been made, 100 went on strike June 22d thereby forcing the mill to close down and causing the laying off of the entire force to the number of 481. Assistant Second Deputy Commissioner Braniff visited Fort Edward, and on June 25th arranged a conference between the firm's representative, Mr. Parks, and a committee representing the men as follows: A. S. McMurray, S. Sonohue, A. S. Crewe, W. D. Day, E. Turner and S. Johnson. Conference was held at the office of the company at the mill and lasted most of the afternoon. Differences were thoroughly gone over, but with no positive result. On June 26th, the international officers, representing the union, James F. Fitzgerald of the sulphite workers, and J. M. Stoughton of the paper workers, arrived at Fort Edward, and the matter, as far as the men were concerned, was placed in their hands. The dispute was finally settled on June 27th at a conference between the company's superintendent and the above officials, together with a representative of the American Federation of Labor. The result was a restoration of wages to the former rates.

NIAGARA FALLS FIREMEN AND PAPER MAKERS.

On June 30th 26 stationary firemen employed at the plant of the International Paper Company at Niagara Falls went on strike, owing to the refusal of the International Paper Company to accede to the general demand for a three-tour system of eight hours each, instead of the two-tour of twelve hours each, which was at that time in vogue, and for a compensating increase in the hourly rate of wages from 17 cents to 25 cents. While this demand had been made by all of the different trades engaged in

the paper making industry, the stationary firemen's was the only trade which had actually gone on strike. Immediately upon the declaration of strike of firemen the general officers of the International Paper Company ordered the entire plant shut down, which had the effect of locking out all of the other trades employed therein (about 400 men). Similar demands had been made and refused by the Cliff Paper Company and the Pettebone-Cataract Paper Company. The last two paper companies made a counter proposition to their employees which carried with it a slight increase in wages and was for the time being accepted, or at least the men failed to go on strike at the time the general strike was ordered. Later most of the employees in the two mills in question did actually go on strike. Upon investigation by Deputy Commissioner Lundrigan it was found that as far as the general strike situation was concerned, the International Paper Company was the controlling influence. The local management advised that they were without authority to make any adjustment of the trouble and were acting under instruction from the general officers in New York. An attempt to adjust this difficulty was made by a representative of this Department with the general manager of the International Paper Company of New York without definite results. Later conferences were held between the international officers of the Paper Makers' Brotherhood and the general officers of the International Paper Company with the result that an agreement was reached July 21st and the men returned to work July 27th under practically the same conditions as existed previous to the strike and lockout. The strike in the Cliff and Pettebone-Cataract Mills terminated at about the same time and practically under the same conditions.

VII.—PRINTING AND PUBLISHING.

COMPOSITORS ON DAILY NEWSPAPERS IN NEW YORK CITY.

The National Board of Arbitration, consisting of Col. Frederick Driscoll, labor commissioner of the American Newspaper Publishers' Association, James M. Lynch, president of the International Typographical Union, and Bishop Frederick Burgess, of Long Island, the third member or umpire, met in New York City on June 18th and 19th and heard arguments relative to the de-

mand of Typographical Union No. 6 for an increase of $3 per week in the wages of daily newspaper compositors and typesetting machine operators.

At the opening of the proceedings it was maintained by the publishers' spokesman that, in addition to the matter of wages, the board should also pass upon the question as to the rearrangement of labor hours on Saturday. This was objected to by the union's representative on the ground that the local publishers' association had been notified of the withdrawal of that point from the controversy, and as the latter had made its request regarding a readjustment of the working hours on Saturday after it had informed the union that the question of changing the wage scale had been referred for arbitration to the labor commissioner of the association, the dispute concerning compensation should be the only one considered by the board, while the subsequent request of the publishers should be brought before the union and passed upon as provided by the arbitration agreement—first by conciliation, and in the event of failure to thus effect a settlement, then arbitration should be invoked. The board then ruled that the question to be decided related exclusively to an increase or decrease of wages, but consented to the introduction of all evidence, even that concerning hours, having any bearing on the case.

The propositions submitted by the union for adjudication were as follows:

First—An increase from $24 to $27 per week for those employed on evening newspapers.

Second—An increase from $27 to $30 per week for those employed on morning newspapers.

Third—An increase from $30 to $33 per week for those employed on a third shift.

Marsden G. Scott, the union's representative, explained that the third shift began work at 2 o'clock in the morning and continued until 9 o'clock. He said that eight hours, between 8 a. m. and 6 p. m., constituted a day's labor on evening newspapers, and eight hours on morning newspapers, from 6 p. m. to 3 a. m., which gave an hour's leeway slide and provided three different shifts during the day.

Among the reasons advanced by the union for a favorable decision on its claim for a raise of pay was the increased product

in the various newspaper offices through the introduction of machines, the scale for compositors being the same as it was when these devices were put into general use early in the nineties. The present scale is practically what it was ten years ago, when hand compositors, for $4.50 in eight hours' labor produced from 8,000 to 10,000 ems, while machine operators, who to-day receive $4.50 for eight hours' work, produce from 30,000 to 35,000 ems ordinarily, and in many instances 40,000, 50,000, and even as high as 60,000 ems. "We contend," said the representative of the printers, "that the compositor has received no benefit whatever from the introduction of typesetting machines. Under the hand piece scale the average cost for 1,000 ems was not less than seventy cents. That included the proof-reading, the make-up, and everything. The flat price was fifty cents per 1,000 to the compositor. Then the other expenses in the composing room brought the cost up to seventy cents. Since the introduction of machines it is an actual fact that composition is being done in union newspaper offices in this city for less than thirty-five cents per 1,000 ems, and can be done by offices which pay more than our present scale." It was then cited that, according to statistics collected by the union, there were a number of compositors who were paid more than the minimum scale on morning papers—442 receiving $30 per week; 10, $29; 4, $28. These figures show that more than 50 per cent of the men employed were working for the rate that the union asked to have established as the uniform scale for the entire city. It was further contended that $4.50 a day is far from being an exorbitant price to be paid for the services of a compositor on an evening paper, and that $5 per night is little enough for a compositor whose task begins at 6 or 7 o'clock in the evening and ends at 2 or 3 o'clock in the morning, for he has but one evening in each week to devote to social intercourse, and his domestic life is far different than that of the wage earner who is employed in the daytime. The night employee sees less of his home, less of his children, and lives to a great extent apart from the rest of the world. The hours of those employed on what is termed the third shift were even more unnatural, for they commenced work at 2 a. m. and finished at 9 a. m. "The introduction of the typesetting machine has revolutionized the work of the composing room," said

the union's advocate. "The machine operator who produces 36,000 ems in eight hours is doing the work of four men as compared with hand composition, and is giving to his employer what, under the hand scale, would have cost $18 to produce. The introduction of the typesetting machine has materially increased the physical strain upon the compositor. One point alone will illustrate this condition, and that is the fact that he is required to read three, four and five times more the amount of copy per day than he read under the hand system, and in most instances by artificial light, the effect of which may be seen in any composing room by the number of employees wearing eyeglasses. I remember some years ago when I was setting type that it was only the old men who wore eyeglasses, whereas now every second man in the composing room wears them. They have to do it because of the strain on their eyes and the extra use they are being put to. The pace is too swift for the average man of fifty. Old men are a rarity in newspaper composing rooms to-day. Prior to the introduction of typesetting machines there were many veterans in the trade, but they have gradually disappeared." He then pointed out that before composition was done by machinery, old men were permitted to remain at work and were paid 50 cents per 1,000 ems—even though they were not able to set more than 6,000 ems in a day, as an establishment did not lose anything through their employment; but when the machines were introduced and a time basis was inaugurated the aged men were too old to operate them, so they drifted into the book and job trade, but eventually the new method of production came into vogue in that line of business, until the old compositors are now limited to very few offices where piece composition is still the rule. "One of the first things realized by Typographical Union No. 6," continued the speaker, "was that some preparation must be made to take care of those old men, and what is known as the 'out of work fund' was established by placing an assessment of one cent on every dollar earned in excess of $5 per week. That assessment has been going on for a number of years. I simply want to show that from July 26, 1900, to July 25, 1901, the union paid $41,050 to the men who were out of work because of the introduction of machines, and from July 26, 1901, to July 25, 1902, it paid them $38,249. During the

ten months of this fiscal year $31,792 was disbursed for this purpose, and for the two years and ten months $111,091 was the total amount paid from this fund alone, which was created by the machines, and which represents in itself a reduction of one per cent, not only in the earnings of the newspaper compositors, but in the earnings of every member of the union. We have what is known as a superannuated list, on which persons who have been members for 25 years are placed. They are exempt from dues and assessments and are entitled to draw out-of-work benefits amounting to about $160 each per year." The attention of the arbitrators was also called to wage increases in nearly 100 other trades in New York City in the past five years. "For instance," quoted the representative, "bricklayers in 1898 were receiving $4 per day, and they are now receiving $5.20. Carpenters were receiving $3.50 in 1898 and are now receiving $4.50. Housesmiths were receiving from $2.50 to $2.80 and are now receiving $4. Marble cutters were receiving $4 and they are now receiving $5. The plasterers were getting $4, they are now getting $5, and they have an agreement, which takes effect on July 1st, giving them $5.50. In these trades the overtime rate is double price, where ours is only price-and-a-half. Their rate for night work is double price, where our rate is only 50 cents over the day rate. Who will say that a printer should not receive as high a rate of wages as any other skilled mechanic? What trade requires more intelligence, more deftness, closer application, or more energy than is required of the employees of a daily newspaper composing room in this city? The compositor must not only be a typesetter, but he must be competent to read and correct proof, to operate a typesetting machine, to set advertisements, to make-up and justify pages,—in fact, to perform any one of the many things which he may be, and frequently is, called upon to do." Another reason advanced for a higher wage scale was the increased cost of living. Statistics on this point were extracted from the records of the Department of Labor at Washington, which showed the course of wholesale prices from 1890 to 1902, giving the prices for all the years and the average from 1890 to 1899, as well as the prices in December, 1902, and the average for 1902. Sixty-eight articles were named, "which I think," remarked the union official, "you

will all admit are articles which enter very commonly into the necessities of housekeeping and living expenses. They show an increase of 20.4 per cent over the average for 1890 to 1899. We leave it to your judgment as to what the increase in the retail price would be. It would be a difficult thing to get figures in New York, because they differ in different parts of the city." In addition to this it was shown that the cost of many other articles not enumerated in the list, such as vegetables, and all sorts of garden truck, had increased; that rents in particular had been materially raised, and "that the increased cost of living has been recognized by employers in other trades and fully justify us in endeavoring to obtain the increase which we ask for." After presenting from several local newspapers published statements demonstrating an increase in their advertising patronage, the union's side of the dispute was concluded as follows:

"There can be no question as to the truth of the statement that a wave of general prosperity has swept over the country in the past few years. Practically every newspaper in the land has admitted the truth of this contention, and in most of them we see from time to time statements of their own prosperity in the way of increased circulation and increased advertising patronage. And while we all rejoice in the general prosperity of the country, and in the prosperity of the printing trade in particular, the newspaper printer is confronted with the fact that his wages, based on the scale of twelve years ago, have lost a part of their purchasing power, and because of that fact he is at the present time working for practically 25 per cent less than he was at the time the present scale of prices was adopted. We desire to impress upon the members of this board the seriousness of the points before this Arbitration Court aside from the wage question involved. The greatest newspapers in the world are interested financially in your decision as well as the largest organization in the printing trade in America. Typographical Union No. 6 is a conservative labor organization. That statement is verified by the course pursued by it through its officers since this dispute began in February. An adverse decision will mean to the newspaper printers of this city that they have reached—or rather did reach twelve years ago—the point beyond which there is absolutely no hope of increasing their earnings or even keeping abreast of the increased cost of living; that there is no incentive to improve in their workmanship, and that those who are ambitious for themselves or their children must seek other fields. We particularly request the members of this board to dismiss from consideration any suggestion that may be made for a compromise decision. To split the difference, as is sometimes done, would be of no benefit to the members of our organization. Those who are now receiving the minimum scale have no desire to profit at the expense of those who are receiving the maximum. We want to bring out the fact that those receiv-

ing the maximum can and often have been reduced, sometimes at the whim of the foreman or superintendent, and they have no guarantee they will be getting $30 to-morrow, but can be and have been reduced and put back for personal reasons, in some cases, and we believe they should be protected by an agreed-upon scale. They are recognized as being worth $30 and they should be protected in securing it. We ask for a favorable award on our request for an increase of fifty cents per day for each shift, which is practically 11 per cent on the present scale, and in reality not more than 6 per cent, because it only applies to one-half of the men affected."

Mr. Wardman, for the publishers, contended "not only that Typographical Union No. 6 ought not to have an increase of $3 in the scale, but that the scale is already too high and should be decreased," and he stated:

"That the present morning newspaper scale calls for eight hours, at $4.50 a night. The supper time is taken out of the eight hours, regular wages being paid for such supper time, making the rate in fact about 60 cents an hour, or $4.80 for every eight hours of actual work. The proposed scale of $5 a day, or $30 for six days, is for an actual working day of seven and one-half hours, one-half hour, with pay, being taken out for supper, making it at the rate of 66 9-10 cents an hour, or $5.35 for every eight hours of actual work. In the job printing business of this city the scale for the same kind of service is only $21 a week for a day of nine hours, or 38 9-10 cents an hour. In other words, for the same kind of work, with the single exception that the morning newspaper work is night work, and the job office work is day work, the present morning newspaper scale is 60 per cent higher than the scale in the job offices for doing the same kind of work, and the proposed scale is pretty nearly 75 per cent higher than the job office scale on the same kind of work. That single point answers the contention of Typographical Union No. 6 as to the need of raising wages to meet the increased cost of living. If the increased cost of living can be met by one printer who does the same kind of work as another printer, but spends more hours in doing it every day of his life, if it can be met by him satisfactorily with 60 per cent less wages, it seems to me it could be met by our printers with 60 per cent more wages. In other cities not only are the scales lower than in New York, but the newspapers are free from other exactions which greatly increase the cost of production in this city. * * * The particular grievance under which the newspapers are fretting, and have fretted for a number of years, lies in this particular difference of scale, as manifested in other things than the rates per hour, per day and per week, such as slides, overtime charges and things like that. In New York city, on the morning newspapers, the minimum scale virtually for everybody who works in the office and the composing room is $27 a week; so that, while the difference between the man who operates the typesetting machine in New York and the man who operates the typesetting machine in Philadelphia, St. Louis or any other city in the United States, is apparently only a few dollars or a few cents, as the case might be, the

actual difference between the average wage paid to all the men employed in our composing room and to all the men employed in the other composing rooms is vastly larger."

Philadelphia was taken as an illustrative example. In that city, it was instanced, a newspaper will pay its printers $23 weekly, or $4 less than in New York, but in Philadelphia proofreaders receive from $16 to $24 a week, while in New York the minimum rate is $27. In the former city copyholders get from $6 to $16 a week, and in the metropolis they receive just as much as the proofreaders. It was also asserted that a like condition existed in other departments of a paper. "Now, it is this inequality," declared Mr. Wardman, "that increases the cost of production to the New York newspaper vastly over any other paper in the country." He continued, "It is obvious that these differences could not come from the mere difference in the wage scale of the compositor himself, and that is where our large grievance exists. It is that the average of all of the men in the composing room is brought up to a much higher point than the average of all of the men in any other composing room by the excessive wages which are paid to the men who do not do the work which ought to entitle them to $27 or $28 or $29 or $30, which in New York we do pay, and pay voluntarily, wherever it is above $27, to the man who actually in our judgment earns more than $27 a week, because he does more than $27 worth of work for the newspaper. But we are compelled to pay $27 not only to the man we think earns it, but we are compelled to pay $27 to the man who we think does not earn half of it, and who does not get more than half of it in any other city in the United States but New York City, in a great many cases." The publishers' representative also declared that the New York papers found it difficult to get advertisers; "because," said he,

"Our cost of production per page is so much higher than the cost of production of any other newspaper that we cannot afford to print the advertising for less than a certain rate. But that certain rate, which is fixed by the cost of production, plus what we think we ought to get out of it, is competing with Philadelphia, which is only ninety miles away from New York, and because Philadelphia's cost of production on equal papers * * * is less, they can make a lower rate, and they can get advertising which we cannot get when we are competing with Philadelphia in the same field. We fight for New Jersey with Philadelphia—I am speaking of circulation. We circulate in New Jersey more largely than

the Philadelphia papers do. The Philadelphia papers circulate in Western New York as largely as we do. In Delaware the Philadelphia papers circulate as largely as we do. We go into the Philadelphia paper territory in Pennsylvania and Ohio. We circulate in some instances more largely than they do in their own territory. But Philadelphia, because the cost of production is so much lower than our cost of production, can make the advertiser a cut rate; that takes the business away from us. And the results of this discrimination against the New York newspapers, not only by newspapers of other cities, but by newspapers in our own city, which do not have to pay these higher rates, and by bill-board advertising, which has sprung up on account of these large labor charges, from which they are entirely free; by street-car advertising, * * * and in the Washington papers, and in every other paper in the United States—the result is that they do not come into the New York newspapers because they say our rates of advertising are too high. Our rates for advertising are based on the cost of production and on nothing else, and we maintain that for a labor organization to impose such irregularities upon the New York newspapers puts us at a disadvantage."

Speaking with reference to the hours of labor on Saturday the publishers' spokesman averred that the overtime clause on that day was an oppressive burden to the New York newspapers. He said that in every other city provision is made by the labor union to assist in getting out the newspapers on Saturday at the greatest possible advantage to the paper and with the greatest expedition; that "in New York City the scale says we must put the men to work at 6 o'clock in the evening, and that they shall work from 6 o'clock in the evening until 2 o'clock in the morning, constituting a day's work. A great many of the newspapers—three of them, at least, are compelled by the exigencies of the New York situation to put their men to work as early as 1 o'clock in the afternoon. Some of them put their men to work at 2 o'clock in the afternoon; some of them at 3 o'clock; some of them at 4 o'clock, and some of them at 5 o'clock." He then declared that if the men began work before 6 o'clock p. m., they received overtime pay and that

"The man who goes to work on the overtime system five hours before 6 o'clock has earned a night's pay by 6 o'clock. His regular pay is coming to him from 6 o'clock to 2 o'clock in the morning. He is not needed from 6 o'clock to 2 o'clock in the morning. Every paper in New York is virtually set by 12 o'clock at night. * * * The scale says that he is needed from 6 o'clock at night until 2 o'clock in the morning, and that he must be paid from 12 o'clock to 2 o'clock; that he cannot be paid the regular scale from 4 o'clock to 12 o'clock, or from 5 o'clock to 1 o'clock, or from 3 o'clock to 11 o'clock, when he is most needed. In other cities that is granted, and

there is no other city which is so much in need of the slide as New York city is. * * * To compete in Philadelphia's territory, to compete south of Philadelphia, to compete west of Philadelphia, where we all go, we have to send our western edition from here south, as we call it, to press at 1 o'clock in the morning. It is obviously absolutely necessary that in order to do that we should be able to put men at work on the slide, a certain force, a certain shift early in the day. Now, the other newspapers which are not nearly so much in need of that system as we are, are permitted to do that. * * * If we were permitted to avoid the overtime business on Saturdays, in other words, to put the men to work in crowds; if we were permitted to put one crowd of men at work at 1 o'clock and let them off at 9 o'clock; if we were permitted to put another crowd at work at 2 o'clock and knock them off at 10 o'clock; another at 3 o'clock and knock them off at 11 o'clock that would give more work regularly to the men, and it would relieve the newspapers of a hardship."

Regarding the union's position that the compositor had not received any benefits from the introduction of the linotype machine it was admitted on the part of the publishers that under the hand system "he did get $4.50 for eight hours setting, but there was other work that he had to do for which he did not get anything. He had to distribute his type for one thing. It is about the meanest work that ever was invented to try the soul of a man, and I should think if they had done no more than get rid of that it would have been a good thing; but I do not think that a first-class compositor could do eight hours of setting without nine hours or nine hours and a half of labor under the most favorable circumstances: I never was a compositor, but I have heard a good many of them say that." The employers' representative was of the opinion that the machine has proved a benefit to the compositor, because he has shorter hours and higher wages, the work is lighter and it is cleaner; the compositor

"walks in to his work dressed as I am dressed and he walks out dressed as I am dressed, and he did not do it when he was setting type by hand. It was dirty work, and it is clean work now—it is pleasant work. As to the difficulty in regard to the eyes, I suppose it exists with anybody who does night work. * * * As far as the reading of copy is concerned, copy has always been copy, just the same. I think if anything the lights are better to-day. We are able to give better lights than ever were given them before in all the departments of the newspaper, and we certainly try to do it. * * * As to the fact that the newspaper gets a much larger product of matter set for $4.50 than it did formerly, that is true, but that is not the point. The newspaper pays larger composition bills than it ever

did before. * * * When composition cost three times as much as now the newspapers printed two, four and six pages, * * * and they charged two, three, four and five cents a copy. The change of the cost of production involved the newspaper in as much expense as it saved for them. * * * The papers jumped at once from four pages and six pages, and in rare exceptions eight pages—to ten, twelve, fourteen, sixteen, eighteen, forty-two page daily issues. We set just as much more type in order to make up the difference, and in addition we had to consume more paper to put the type on; and we had to pay much larger bills for press hire and for stereotyping and for all the mechanical departments, in order to take care of this increased product. There are other considerations, of course, which go into that, like the cost of the plant."

Regarding the point made by Mr. Scott about the prosperity of newspapers, Mr. Wardman affirmed that

"with one rare exception there is not in New York city a newspaper which has received more than a modicum of the prosperity of the last four or five years. * * * It is different from any other business in the world. Mr. Scott has told you about the increased cost of living. There is nobody who knows what increased cost of living is more than a newspaper knows it, because there is nobody's cost of living which has increased as the newspaper's cost of living has increased. Paper has gone up, ink has gone up, and ink amounts to thousands of dollars a year; labor has gone up, fuel has gone up, light has gone up, rents have gone up; everything that goes to make up the cost of living of a newspaper has gone up, but the prices of the newspapers have not gone up, and the price of advertising has not gone up. * * * The one-cent newspaper is still selling for one cent, the two-cent newspaper is still selling for two cents. You cannot sell it for 2 1-10 cents or 2 1-20 cents. * * * While the newspaper's cost of living has gone up the price per copy of a great many newspapers in New York city has been reduced from three cents to two cents or one cent, and from two cents to one cent, and wherever there has been any changes in the cost of advertising it has been down and not up."

In conclusion the speaker said:

"I want specially to repudiate that part of Mr. Scott's address where he attributed the affliction of the old man to the introduction of the machine. The old man in the newspaper business is the victim of organization; the scale has been put so high that he is debarred from taking any portion of it. * * * We do not put them out in the street when we can help it. I have men working for me to-day that I would not put out in the street unless a scale was imposed upon me like $30 for every body. I would have to put some of them out then. * * * I could not pay an individual who was not worth it $30 a week. I would have to let him go."

Replying to Mr. Wardman, Mr. Scott named several Western cities, among them San Francisco, where the scales of prices are

higher than in New York, and he protested that the arguments advanced by the publishers' association were not germane to the question before the Board; that none of the papers published in the cities mentioned by the opposing side compete in any marked degree with the New York papers for circulation, and few of them for advertising. New York newspapers, said he, are on sale in every leading hotel and newstand in every city in this country, and there is not any limit to their territory in this respect. Some New York papers that used to sell at a flat rate have established a higher price for outside cities, and therefore receive more than they used to in those places. Concerning the wages of proofreaders, it was declared that the union had adopted the rule that copyholders should be journeymen printers and receive the scale of the latter because of the fact that the employers had insisted that the proofreader should be held responsible for the blunders of the copyholder, who in numerous instances were irresponsible and incompetent. The publishers had readily acquiesced in that requirement, and now instead of one proofreader and a copyholder working together two journeymen are thus engaged, alternating in reading proof and holding copy, with better results than formerly. "As for the Saturday proposition for making men come down at 1 o'clock," said Mr. Scott, "in a good many cases it takes a man who is engaged on a daily newspaper in this city at least an hour to reach his home from the office. Now, imagine a man being kept in the office until 4 or 5 o'clock Saturday morning and then being obliged to report at 1 o'clock in the afternoon again. He leaves the office at 4 or 5 o'clock Saturday morning. He goes home and gets there at 6 o'clock, has two or three hours sleep, and has to get a train and get back to the office. Is that just? To penalize the office for bringing him down we make them pay the overtime before 6 o'clock because the man when he works that overtime can afford to take a day off and get even with his sleep." He also stated that on March 18th a proposition was submitted by the union to the employers making a concession of two hours on Saturday for the men employed on morning papers and of one hour on evening papers. This was not recognized by the publishers, and it was then withdrawn by the union. It was also shown by the union's representative that machine operators in book and job offices received $21.50 per week instead of $21,

as stated by Mr. Wardman, who accepted the correction, but allowed that such fact only slightly reduced the percentage he had given. The latter, in answer to statements made by Mr. Scott in rebuttal, said that New York City papers were not in competition with those in San Francisco, but must compete with daily publications in Philadelphia, Baltimore, Chicago, Buffalo and New England. They do not have pennies in San Francisco, he declared, five cents being the lowest denomination of coin current there, and that amount is charged for a newspaper. He claimed that owing to the inequalities imposed upon the New York publishers that are not in force elsewhere the cost of production is from 20 to 50 per cent higher than in those cities with which New York competes. He conceded that wages have gone up in many other trades, but said they are not anywhere near as high as they are in the newspaper business. As to a rearrangement of labor hours on Saturday, the publishers wanted a shif that would be of use to them. They should be enabled to put men at work on Saturday when they are needed.

In response to the query of the Chairman, "do you want this Board to decide upon this question without placing before us any absolute facts with regard to the receipts of the newspapers or of their income?" the employers' side answered in the affirmative, preferring to let the case stand on its merits.

On June 24th the arbitrators convened to consider the questions in dispute, and after a thorough discussion the following action was taken:

"It was moved by Mr. Lynch that the request of the Typographical Union be granted.

"It was moved by Col. Driscoll that the request for decrease be not granted.

"The Chairman then decided that there be no increase, and the decision was placed in the following form:

"The National Board of Arbitration decides that no change shall be made in the present scale. The Board also directs that no decrease shall be made in the wages now paid employees in composing rooms affected by this decision, where such employees are paid in excess of the scale.

"Signed this 24th day of June, 1903.

"FREDERICK BURGESS, *Chairman.*
"JAMES M. LYNCH.
"FREDERICK DRISCOLL."

Subsequently President P. H. McCormick, of Typographical Union No. 6, addressed to Bishop Burgess, the chairman of the Arbitration Board, a communication requesting him to state the reasons for his decision, and on July 1st the bishop responded as follows:

"When, at the earnest solicitation of representatives both of the Typographical Union No. 6 and of the Publishers' Association, I finally consented to be the Chairman of the National Board of Arbitration, I understood my duties to be only those of a judge. I attended the hearing for two days and then gave the matter my careful consideration, endeavoring to look at it with entire impartiality. I read and reread the able arguments made by both sides in the controversy, and finally formed my decision deliberately after three hours' consideration of the case in the private meeting of the court.

"It would hardly be reasonable to ask me now to enter into an argument of the case, or to show you the course of reasoning which determined my decision. At the same time, lest I should seem to be discourteous to the union which did me the honor of entrusting its interest to my judgment, I will mention a few reasons which influenced me, distinctly stating, however, that they are not intended to be exhaustive and they may not even have been the most determinative.

"First.—The fact was granted that in no other city east of the Mississippi is the rate of payment for similar work higher than in New York.

"Second.—The fact was granted that about fifty per cent of the union men working in this branch of labor are paid well above the minimum scale at the present time. This higher rate is presumably paid for more skilful and intelligent men. To raise the less skilled man up to this level would be an injustice to the more talented workman, unless his rate was also increased.

"Third.—It seems almost inevitable that this higher rate of pay demanded would work hardship to the older and less skilful men; they must largely be thrown aside and no encouragement would be given to the employer to show generosity toward old and faithful employees.

"Fourth.—The publishers seem to show conclusively that the present arrangement of Saturday hours forms a legitimate consideration when the question of increasing the wages is to be debated. It seemed to me a matter of regret that this subject, and indeed the whole question of time schedule and other grievances could not have been discussed in committee between the two parties, so that a question capable of compromise could have been brought before the court of arbitration. It did not seem fair to the side of the publishers, nor did it seem to the best interests of the union to decide the question of wages apart from the other questions.

"Fifth.—The claim that the scale should be increased, because of the larger products made possible by the machine, seemed plausible, but the

answer of the publishers was convincing, namely, that the public reaps the benefit of the machine. This is almost always the result of inventions, except where the machinery increases the danger of the men. After the inventor and the promoter have been satisfied the public, whether rightly or wrongly, claims the reward. The bank clerk, for instance, does not receive any higher salary because the adding machine has been introduced into almost every bank; it lessens the chances of mistake and probably decreases the number of clerks, but I doubt if it increases the pay. Many similar illustrations could, I think, be made by a survey of the telegraph, the railroad or the telephone industries.

"Sixth.—The argument of the increased cost of living was certainly cogent, and yet it did not convince me that in view of other considerations the admittedly high rate of pay should be further increased. If living had become cheaper instead of more expensive during the past four years, I should not necessarily, on that ground alone, have been in favor of lowering the scale.

"These are only a few of the reasons influencing me in my decision. They may not be the most convincing. Without more time and labor than I feel called upon to give it would be impossible for me to frame an exhaustive summary or to show to you the reasoning which brought me to my determination, after many hours spent in carefully balancing the strong and clearly put arguments presented by the representatives of the two sides.

"Let me add that I very gladly sacrificed my time and undertook a necessarily unpopular task because I believe that the cause of arbitration which your union has adopted has in it the true solution of labor problems and that it therefore deserves the sympathy of the public and of public men."

VIII. TEXTILES.

JUTE WORKERS OF BROOKLYN BOROUGH, NEW YORK CITY.

A strike which directly involved all of the 1,343 employees (745 women) of the Chelsea Jute Mills in Brooklyn Borough was inaugurated on the last day of April for the purpose of securing a nine-hour work day. The mills at the time were running 10½ hours for the first five days of the week and 7½ on Saturday or a weekly schedule of 60 hours. The occasion of the demand and strike at the Chelsea Mills was the granting of the nine-hour day in a neighboring establishment of the American Cordage Company which manufactures rope and twine.

After the suspension of work had occurred a conference between five of the employees and the superintendent of the mills was held at which the superintendent explained that his firm could not follow the example of the cordage company for the reason that

the latter had only competition with other American firms in its line to meet, whereas the jute products of his company had to compete with those made in Dundee, Scotland, the jute manufacturing center of the world where wages are far below those paid in this country. The demand for shorter hours was, therefore, absolutely refused.

There was never any formal termination of this strike. There was some hiring of new hands and attempts to prevent their working, which resulted in some slight disturbances. There appears also to have been more or less straggling back to work of the strikers, who were unorganized, some time before the return of the whole body. But between June 15th and 18th there was a general resumption of work, two-thirds of them being reported as working on the 16th, when the dispute may be regarded as practically closed, with the hours of work the same as before the strike.

UTICA KNIT GOODS CUTTERS.

On April 29th the Department received a request from the Utica Trades Assembly that the State Board of Mediation and Arbitration attempt to settle an alleged difference between the Utica knit goods cutters and their employers in that industry. Deputy Commissioner Lundrigan visited Utica on the 29th and found that about 60 members of this organization who had formerly worked in the several knit goods establishments in the city of Utica were idle. The representatives of the union alleged that there had never been any demand for increase in wages or any other conditions of employment and that the men who are not employed were dismissed from the employ of the several mills in question purely on account of their membership in the local knit goods cutters' union. This appears to be the actual condition of affairs, as it was found on interviewing the employers that most of them are openly opposed to the employment of any one known to be a member of a labor union. Inasmuch as the factories in question were all practically fullhanded and there was no disposition on the part of the employers to do anything that would in any way result in settling this difficulty on the basis that no further objection would be made to the employees joining this organization, the Board was unable to accomplish anything further.

IX. CLOTHING, MILLINERY, LAUNDRY.

GLENS FALLS SHIRT MAKERS AND IRONERS.

On the 5th of January about 40 employees of the Weil-Haskell Shirt Company, members of the Shirt Ironers and Laundry Workers' Union, No. 6, went on strike against an alleged reduction in the rate for certain work. The firm employed about 1,000 hands and there was grave possibility of the entire force becoming involved in the dispute. Deputy Commissioner Lundrigan, who visited Glens Falls the next day to investigate the trouble, tendered the services of the State Board of Mediation and Arbitration. At the time a conference was on between Manager Haskell for the company and a committee of the union and General President W. O. Powell, of the international union, for the employees, which resulted in a settlement; the employees having ratified the agreement at a special meeting held the same day, and returned to work the next morning. The agreement carried with it a slight increase in wages and a settlement of several points in controversy.

Another strike in the same factory occurred on April 13th, when 600 employees went out in support of a demand by Shirt, Collar and Waist Operatives' Union No. 137 that the company abolish all rental charges for machines and attachments, furnish piece workers with colored thread free of cost and with white and black thread at cost and that time workers have all thread free and receive fifteen cents per hour. On April 16th Assistant Deputy Commissioner Braniff arranged a conference between Messrs. Haskell and Silverman representing the company, and President Powell of the international union, President Preston, Secretary Younger and Mrs. Twiss of the local union, as representatives of the employees. Full discussion of the issues developed the fact that the firm was willing to concede certain of the demands, but positively declined to grant "free machines." The conference adjourned without reaching a settlement but with the understanding that Mr. Haskell should take up the question of rental for machines with the other member of the firm in New York City, the conference to be resumed thereafter. Subsequently the president of the village and the chamber of commerce

each succeeded in bringing representatives of the two parties to a conference but both alike failed to break the deadlock over the rental question. Finally on June 17th, after the company had announced its intention to remove its shirt factory from Glens Falls, a conference was arranged by Rev. John R. Mackay of the Glens Falls Presbyterian church and Mr. H. L. Younger of the general executive board of District Council No. 4 of the Shirt, Waist and Laundry Workers' International Union. This conference was attended by Mr. Haskell for the firm and a committee empowered to act for the strikers and resulted in a written agreement whereby the conditions existing prior to the strike are to be continued in force until July 1, 1904. The employees also agreed that the firm should not re-employ ten of the strikers.

NEW YORK CITY CLOTH HAT AND CAP MAKERS.

In February the unions of cloth hat and cap makers—comprising blockers, cutters, lining makers, operators and packers—took steps to secure an increase in wages. There are eighty-five manufacturers engaged in this line of business in the greater city, and the organizations planned at first to endeavor to induce the leading houses to concede their demands. At the very outset a strike was ordered in one of these establishments owing to its refusal to be governed by the new schedules. This rupture brought about a conflict in the other large shops, the proprietors of which locked out their cutters, lining makers and packers, and that action precipitated a strike of the blockers and operators. Altogether 1,009 workpeople, fifty-three of whom were women, were involved in the controversy, which lasted thirty-three days, and resulted in an increase of 12½ per cent in the wages of the various grades of employees in the establishments affected. A general movement for the enforcement of the wage scales of the different branches was then inaugurated in the remaining factories, in which 891 workers were employed, and in nearly every instance the unions were successful in their efforts to advance the rates of pay—the average increase in these smaller places amounting to 25 per cent.

X. FOOD, TOBACCO AND LIQUORS.

CIGAR MAKERS OF KINGSTON.

On June 6, 1903, about 160 men and boys employed by the American Tobacco Company as bunch makers, rollers and strippers went on strike to enforce the following demands:

Bunchers and rollers.—Saturday half-holiday; one hour's intermission at noon-day; 5 cent increase on rollers' work and proportionate increase for bunchers; abatement of charge by company of 30 cents a hundred for wrappers (rollers) and 10 cents a hundred for binders (bunchers); cessation of practice of locking out employees who fail to arrive at factory at 7 a. m. and 12.45 p. m.

Strippers.—Saturday half-holiday with pay; one hour noon time; piece workers to receive an increase of 3 cents a pound; time workers an increase of $1 a week.

On the following day about 800 women and girls who were working under the piece system, also quit work in sympathy with the strikers. It appears to have been the arrangement that the latter should have struck at the same time as the former, but did not owing to lack of unity of action (employees not being organized). The factory was completely closed down as a result of the strike. After several attempts at settlement had failed, the merchants of Kingston appointed a conciliation committee, who together with a representative of the strikers opened negotiations with the general office of the American Tobacco Company at New York, resulting in an arrangement with the conciliation committee that the factory should be reopened June 24th and the complaints and grievances presented by the employees investigated and adjusted. The employees accepted the proposition at a mass meeting June 23d and returned to work June 24th.

XII. BUILDING INDUSTRY.

BUFFALO PAINTERS.

On April 6th about 250 painters of Buffalo struck for an increase of wages from $2.50 to $3 per day. The demand had been pending for some time and the employers, who were practically all members of the Master Painters' Association, had refused to grant the increase. The services of the Board of Mediation were tendered by Deputy Commissioner Lundrigan on April 5th and at that time both parties were insistent—the employers that the

men continue to work under the same conditions as existed before the demand, and the employees that the increase asked for be granted. The trouble was finally settled on April 29th at a conference between the representatives of the two organizations. The settlement was brought about by the granting of the increase asked for by the employees.

BUFFALO PLUMBERS.

A strike of large dimensions but brief in duration as the result of successful conciliation was that of the plumbers of Buffalo during the first three days of April. The strike was conducted by the plumbers, gas and steam fitters local union No. 36, but according to press dispatches 1,000 or more workmen took part in it. About 100 firms were involved including practically all of those in the city, their side of the controversy being conducted by the Master Plumbers' Association. The subject in dispute was a three-year contract which called for an increase of wages from $3.25 to $3.50 per day as the chief change from existing conditions. Almost immediately after the suspension of work on April 1st committees from the two organizations came together in conferences which were so promptly successful that a final agreement was reached on April 3d and work was resumed on the 4th. The three-year contract as signed provided for the increase in wages as demanded but at the instance of the masters the $3.50 rate was set down as both maximum and minimum instead of simply the minimum as proposed by the journeymen. A minor question in dispute was the number of apprentices, the workmen having demanded two to a shop as the limit. A compromise was reached on this by fixing the number at one apprentice for every three journeymen. The Saturday half-holiday during July and August demanded by the men was included in the agreement by leaving it optional for them to take it without pay or work on pay of time and one-half.

ITHACA BUILDING TRADES.

A successful effort was made this summer by the principal building trades in Ithaca to establish the eight-hour day. The carpenter's union made a demand about a year ago for a reduction of hours from nine to eight and an advance in wages from $2.25 to $2.50, same to take effect July 1, 1903. At the latter date,

the concession was granted by the employers without suspension of work. All of the 180 members of the union received the 25 cents increase in wages, but 20 machine hands employed in shops still work nine hours for $2.50 and $2.75 a day.

The painters until this year had been getting from $1.75 to $2.00 per day of nine hours. They asked that on May 1st the hours should be reduced to eight a day and the scale increased 25 cents. Prior to that date several employers granted the demands; in other cases the men went on strike, which lasted only two days, when it was settled by agreement upon a scale of $2.00 a day for brush hands and $2.25 for finishers, to be paid at once, and an eight-hour day to be established July 1st.

The plumbers asked for the eight-hour day and a 50-cent advance in the wage scale, giving journeymen of five years' experience a daily wage of $2.50 and those of seven years' experience, $3.00. Upon the refusal of the employers to grant the demand, the union plumbers quit work July 1st. East side waited for the other to make overtures and it was not until the 10th of July that negotiations were resumed through the intervention of Deputy Factory Inspector Ireland on behalf of the State Board of Mediation and Arbitration. The strike terminated July 21st, upon the terms suggested by the journeymen.

On the sixth of August the Master Builders' Association and the Building Trades Council entered into an arbitration agreement to govern the building industry of Ithaca for the next six years. The agreement is reprinted in the next chapter.

LOCKPORT PAINTERS.

On April 1, 1903, the members of the Lockport Painters' Union, about 70 in number, went on strike for an increase from 25 to 27 cents an hour. On April 6 Deputy Commissioner Lundrigan visited Lockport and investigated this strike and also tendered the services of the Board of Mediation and Arbitration. After interviewing both parties to the controversy the suggestion that a conference be held was acted upon and the strike was settled on April 10th by compromise, which included the granting of the increase of wages asked for on condition that no members of the union act as contracting painters.

NEW YORK COUNTY BUILDING TRADES.*

In the Borough of Manhattan, there took place in the early summer of 1903, the most serious and wide-reaching labor dispute that was ever recorded in the annals of the building trades in that section of the State. The cause that in the main contributed to this general controversy, which nearly paralyzed operations in the constructive industry for more than a month, was the stoppage of work about May 1st, owing to the action of the Lumber Trades Association in closing their yards. A number of drivers in several establishments went on strike. They had previously formed an organization, which, after securing representation in the United Board of Building Trades Delegates, formulated a new schedule of working conditions, including demands that none but members of the union should be employed, increased wages and a reduction of working hours. These demands were endorsed by the associated building trades delegates or business agents, but were objected to by the employers' association, which, anticipating an attempt to enforce the terms through sympathetic strikes on buildings where materials furnished by its members were being used, ordered a shut down, averring that the yards would remain closed until the Board of Delegates ceased to uphold the drivers, who the dealers asserted should not have been recognized by the board because they were not mechanics. Officials of the Lumber Trades Association declared that they did not have any fight with the skilled workers; that in fact they favored the organization of mechanics, who had devoted years to the mastery of their trades, but they were opposed to the "unionization of unskilled labor," believing it to be "impracticable and dangerous"—dangerous, because an irresponsible and unintelligent mass of men naturally would be guided by a few leaders of intelligence and force, and these large bodies of men would, if drawn into a strike and their places were filled by non-unionists, in all probability commit acts of violence; impracticable, because they would constantly make demands and hence compel the mechanics frequently to lay down their tools in order to give them the necessary moral assistance to enforce their unreasonable terms. For the teamsters it was said that while they were

*For a general view of conditions in the New York building trades leading up to the lockout see the article by John R. Commons in the *Quarterly Journal of Economics*, May, 1904.

classified with unskilled workers, they were very proficient in the work which they were assigned to perform, it being contended that although these men could not earn wages as mechanics, they nevertheless fully understood the numerous expedients that were necessary to handle lumber with speed, and their occupation could, therefore, be truthfully designated as a skilled trade. It was held that experience had taught them their interests could be protected only through organization; that collective bargaining, as against individual effort, was always in the interest of the fair employer and by no means could it work injury to any one.

This conflict was in progress a few weeks when the associations of builders and contractors in the various branches of the building industry decided to centralize their efforts "to remedy the existing intolerable conditions," as expressed in a call for a meeting to institute a central body, and with the adoption of a constitution on May 26th, the organization of the Building Trades Employers' Association, as it was termed, was perfected; its objects, as stated in the constitution, being "to foster the interests of those engaged in the erection and construction of buildings and other structures, to reform abuses relating to the business of persons so engaged, to secure freedom from unjust and unlawful exactions, to obtain and diffuse accurate and reliable information as to all matters affecting such persons, to procure uniformity, harmony and certainty in the relations existing between employers, employees, mechanics and laborers, and in all lawful ways to promote and protect the business interests of the members of the Association; but there is no intention, nor shall there be any action on the part of this Association, to control or in any way deal with prices or restrict competition." The constitution also provided for a board of governors consisting of three representatives from each association of employers. This Board was clothed with power to decide, upon request of a constituent association, "all controversies, difficulties and differences arising between the members of its association and their employees; to determine and regulate the conduct of the members of this Association relative to such controversies, difficulties and differences; to decide all disputes and disagreements arising between employers' associations represented on the Board of Governors and employees' organizations; also all controversies, difficulties and

differences arising between different employers' associations represented on the Board; and to determine, regulate and control the conduct of such employers' association relative to such disputes, difficulties and differences, and generally to determine, regulate and control the conduct of the members of this Association and the employers' associations represented on the Board in all matters pertaining to their relations with their employees, or in any and all matters affecting the building industry or the business interests in such building industry of the members of this Association, and for such purposes to make general rules and regulations. The decisions, orders, prohibitions and regulations of the Board of Governors shall be final and obligatory upon each and every member of this Association, and shall be complied with, obeyed and observed in good faith by every such member. The Board may suspend or expel members of this Association for cause by the same quorum and vote as is required to order a cessation or resumption of work. * * * In order to insure the compliance with and obedience to the decisions, orders, prohibitions and regulations of the Board of Governors, all represented and individual members shall give bonds to this Association."

Immediately after the formation of this alliance it was determined to adopt some plan to diminish the power of the unions' board of delegates (which, it was alleged, was controlled by unskilled workers), to treat directly with the mechanics, to combat the sympathetic strike movement that had been in vogue for a number of years, to settle all questions as to the jurisdiction of trades, and to insure permanent peace in the industry by the establishment of courts of arbitration for the adjudication of disputes.

Meanwhile a majority of the skilled trades in the United Board of Building Trades Delegates withdrew from that body because it persisted in supporting the building material drivers, and formed a new board, composed exclusively of mechanics. This Board resolved to handle the material delivered by the Lumber Trades Association, and the latter thereupon lifted the embargo and began to supply lumber to various jobs. This action, however, did not cause a resumption of work by the members of the Building Trades Employers' Association, which had prepared a plan of arbitration, and early in June directed its members not to commence operations until the journeymen's organizations had

accepted it. It applied particularly to the mechanics of the trade and those helpers' organizations from which the journeymen of that trade were largely derived, and provided that when the employers have an agreement with their employees they shall have a trade arbitration board where all difficulties of that trade may be discussed and adjusted; but in addition there shall be a higher court or general arbitration board for the settlement of all disputes that trade arbitration boards fail to adjust, this general board of arbitration to consist of two arbitrators from each association in the central organization of employers and two from each union, these to serve for not less than six months. From this body of general arbitrators not less than four, two from each side, were authorized to act as a special arbitration board, to which all points at issue were to be referred. Strikes or lockouts were prohibited before matters in dispute were brought before the general board of arbitration. There was also a section to the effect that "the arbitrators from the unions shall not be business agents or members of any central board of employees." This plan was promulgated in the following address:

To Our Employees in the Building Industry:

For the last few years the conditions in our industry have been steadily growing worse until they culminated in the present cessation of work. As you can see from our platform and plan of arbitration, we have but one object in view, namely, to conduct our business relations in a thoroughly fair, honest and American way, and we want *you* to help us. No doubt our actions, our motives and our plans will be attacked by those representatives of labor who are unwilling to be deprived of any powers which have been given to them, or have been *assumed by them.*

In reply we call your attention to the fact that taxation without representation brought forth the war of the American Revolution, and this principle having been adopted by many of your labor leaders has resulted in the industrial war which confronts us to-day. The plan we propose is not untried. For eighteen years the vital points in it have obtained between the Bricklayers' Union and the Mason Builders' Association of our city, to the mutual satisfaction of those organizations.

We refuse to believe that the rank and file of labor is acquainted with many of the acts of these representatives and of the conditions that exist, in some of the trades, but how grievous they were is proven by the present standstill and the fact that within three weeks nearly thirty employers' associations of our industry have become a unit, as a living protest against oppression and extortion.

We, therefore, call upon every conservative and thinking mechanic to attend the meeting of his Union and register his vote against the un-American methods which have crept into our trade, and insist upon the plan of arbitration as suggested.

Remember, that in doing so you give up none of the rights which the Union enjoys to-day, but that you will prevent a strike or lock-out in the future, due to arbitrary acts of individuals on either side. The advantages of this plan must be mutual, inasmuch as our interests are identical, and certainly the trade happenings of the past few years, and the present stoppage of work, prove that the methods employed in our industrial relations were and are radically wrong. Why not try the other plan?

At a meeting of the Board of Governors of the Building Trades Employers' Association, held at 1123 Broadway, New York, Wednesday, June 3, 1903, the accompanying plan of arbitration for securing industrial peace was unanimously adopted.

We send you herewith a copy of same, and would ask you to present it to your Union for action at the earliest possible moment. When you have done so, please communicate the result to our Secretary, Mr. Wm. K. Fertig, at 1123 Broadway.

BOARD OF GOVERNORS OF THE BUILDING TRADES EMPLOYERS' ASSOCIATION,
OTTO M. EIDLITZ, *Chairman.*

MASON BUILDERS' ASSOCIATION,*
HOISTING ASSOCIATION,
MARBLE INDUSTRY EMPLOYERS' ASSOCIATION,
ELECTRICAL CONTRACTORS' ASSOCIATION,
WIRE WORK MANUFACTURERS OF NEW YORK,
EMPLOYERS' ASSOCIATION OF ARCHITECTURAL IRON WORKERS,
HOUSE MOVERS AND SHORERS' ASSOCIATION,
MASTER LEAGUE CEMENT WORKERS,
ORNAMENTAL BRONZE AND IRON MASTERS,
ASSOCIATION OF INTERIOR DECORATORS AND CABINET MAKERS,
THE PARQUET FLOORING ASSOCIATION,
EMPLOYERS' ASSOCIATION OF ROOFERS AND SHEET METAL WORKERS OF GREATER NEW YORK AND ADJACENT CITIES,
MANUFACTURERS WOODWORKERS' ASSOCIATION,
ASSOCIATION OF MANUFACTURERS OF METAL COVERED DOORS AND WINDOWS,
MASON CONTRACTORS' ASSOCIATION,
MASTER STEAM AND HOT WATER FITTERS' ASSOCIATION,
STONE MASON CONTRACTORS' ASSOCIATION,
TILE, GRATE AND MANTEL ASSOCIATION,
COMPOSITION ROOFERS AND WATERPROOFERS EMPLOYERS' ASSOCIATION,
IRON LEAGUE,
EMPLOYING PLASTERERS' ASSOCIATION,
MASTER CARPENTERS' ASSOCIATION,
MOSAIC EMPLOYERS' ASSOCIATION,
LIGHTING FIXTURES ASSOCIATION,
MASTER HOUSE PAINTERS AND DECORATORS OF THE CITY OF NEW YORK,
EMPLOYING METAL, FURRING AND LATHERS' ASSOCIATION,
NEW YORK LEAGUE OF HEAT AND COLD INSULATION.

*Names of signatories for subordinate associations are here omitted.

PLAN OF ARBITRATION.

In general the employers and employees of each trade are organized. This applies particularly to the mechanics of the trade and those helpers' organizations from which the mechanics of that trade are largely derived.

When the employers have an agreement with their employees, they shall have a trade arbitration board where all difficulties of that trade can be discussed and adjusted; but in addition there shall be a higher court or general arbitration board for the settlement of all disputes between employers and employees, or any question of mutual interest.

Each association represented in the Building Trades Employers' Association of the city of New York shall elect two arbitrators who shall serve for not less than six months.

Each union, the employers of which are represented in the Building Trades Employers' Association, shall elect two arbitrators who shall serve for not less than six months, and who shall be in the employment of a member of the Building Trades Employers' Association at the time of their election.

The arbitrators from the unions shall not be business agents or members of any central board of employees.

From this body of general arbitrators not less than four, two from the Employers' Association and two from the Employees' Unions shall constitute a court of appeals. They shall meet within forty-eight hours when notified so to do by the general secretary.

The arbitrators from the unions are guaranteed re-employment by their firm or corporation when the special case on which they have served has been disposed of.

The unions as a whole or as a single union shall not order any strike against a member of the Building Trades Employers' Association collectively or individually, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees before the matter in dispute has been brought before the general arbitration board for settlement.

In those trades which have trade arbitration boards any difficulty between employer and employee shall be adjusted in the arbitration board of that trade, if possible. In case, however, of continued disagreement the matter in dispute must be referred to the general arbitration board before a strike or lockout is resorted to.

Complaints shall be first addressed to the general secretary of the arbitration board who shall be a paid employee and by him be referred to the executive committee of the general arbitration board composed of an equal number of employers and employees, and it shall be their duty at once to organize a special arbitration board to decide the point at issue.

It shall be the privilege of any union or member of the employers' association to select from all the general arbitrators the individuals they desire to act for them; but no general arbitrator can act when the dispute is occurring in the trade which he represents.

The general arbitrators must be given power by the interest they are acting for.

Arbitration papers are to be drawn up stating specifically the matter in dispute, and that both sides agree to abide by the vote of the majority

of the board or the decision of an umpire. The umpire must be selected before the case is opened.

These papers must be properly signed and sealed by the members of the board, each side receiving its copy. Then after a careful hearing of the case stenographically reported the verdict obtained by a majority vote or decision of the umpire shall be final and binding.

After a few trials, precedents will be established, which can be used to strengthen the position of either side in subsequent trials, and can be quoted as in our courts of law.

Instead of following the usual custom of communicating with either the unions or their board of delegates, the plan was printed in a number of languages, and copies of it were distributed among the individual employees of the concerns that were in affiliation with the employers' combine. Such course was pursued, it was reported by the latter, in order to reach the rank and file of the workmen's unions and educate them as to the wisdom of the scheme, so that when it was brought to the attention of their respective organizations they would be in a position to vote intelligently upon the question. The plan was regarded by the union members as an ultimatum and a one-sided affair by reason of the fact that they were entirely ignored in the matter of its preparation, and they argued that, if they were expected to become parties to the compact, it was only just and proper that they should have been permitted to discuss with the employers its various phases before it was submitted for adoption. Among the objectionable features, as pointed out by the unions, was the section which stipulated that "the arbitrators from the unions shall not be business agents." The employers maintained that the attitude of these official representatives was arbitrary, that they called unnecessary strikes, and that they were personally responsible for the unsettled condition that had for some time existed in the industry. They therefore refused to hold council with the board of delegates. On the part of the unions it was contended that the business agents were not the instigators of sympathetic disputes; that they merely obeyed the mandates of their organizations in ordering and conducting these strikes, for which there were always good and sufficient grounds; that they would not for a moment retain in the position of delegate any man who attempted to indiscriminately order strikes; that the mission as well as the desire of the business agents was to promote peace,

not to encourage idleness; to enforce union rules as to wages, hours, and other trade matters and so to handle the affairs of their constituents as to insure for them as much employment as possible in the limited season that building construction is in operation. It was further set forth that the delegate, on account of his familiarity with trade conditions, was better equipped than a lay union member to represent the workmen on an arbitration committee. Moreover, many unions had unexpired agreements with employers' associations in their different lines of trade. These contained arbitration clauses, and the workers could not under these circumstances understand the need of signing another arbitration plan. They also complained that in locking them out their employers had wantonly violated their pledges, and they therefore questioned the sincerity of these builders and contractors in urging the unions to accept their new proposition, believing that the real motive was to disintegrate the men's organization.

Matters were in this chaotic state on June 17th when two officers of the State Bureau of Mediation and Arbitration, who felt convinced that, if representatives of the men and the employers could be induced to hold a conference, consider, and, if possible, amend the sections in dispute, an amicable adjustment might result, visited the two boards of delegates and proposed that committees be appointed to meet a committee of the Building Trades Employers' Association, thus opening negotiations and discussing ways and means to bring about a settlement. Both boards agreed to this suggestion, whereupon a like proposition was made to the employers' representatives, who replied that its acceptance was unnecessary, for the reason that negotiations were being carried on and satisfactory progress was being made toward an adjustment by conference between the separate factors of their association and each local union of the employees; and further that it was unacceptable for the reason that, as they contended, it would involve formal recognition of the "walking delegates," which they at that time absolutely refused to do.

On June 26th the Commissioner of Labor, acting in his capacity as chairman of the State Board of Mediation and Arbitration, from the sub-office in New York City addressed the following com-

munication to the chairman of the board of governors of the Building Trades Employers' Association and the representatives of the organized employees in the building industry in Manhattan Borough.

"The serious complications arising out of the present tie-up of building operations in this city make it necessary for this Department to renew its efforts to, if possible, bring about a settlement of the controversy. We feel that the dispute has reached a stage where it becomes our duty to intervene in the interest of harmony and the general welfare, and to the end of affecting an adjustment of the existing differences, the following proposition is most respectfully submitted for your serious consideration:

"That a committee of three chosen by each of the organized trades and occupations affected meet jointly a like number of representatives from each association of employers in the building industry; such joint committee to discuss the whole question of arbitration with a view to deciding upon some mutually satisfactory plan that will in future tend to prevent a general cessation of work. That the present lockout and strike be declared off and operations resumed pending negotiations.

"It certainly should not be impossible in a great city like this to find capable men to pass upon the differences that now exist and bring about industrial peace."

At about the same time the conciliation committee of the Civic Federation, of which prominent officers of the unions and of the employers' board of governors were members, also sent letters to both sides to the controversy, requesting each organization to appoint a committee to meet in joint conference for the purpose of arranging a permanent arbitration plan and settling the dispute.

In the meantime the delegates of the Building Material Drivers' Union and the Building Material Handlers' Union, after announcing that they did not wish to hamper the organizations of mechanics, resigned from the United Board of Building Trades Delegates, and a reunion of the two boards was at once effected (June 26th). Then the re-united organizations entered into an agreement with a large construction company not affiliated with the combination of employers. It stipulated that none but union members in good standing should be employed and provided that any difference that could not be settled by negotiation should be submitted to arbitration. Subsequently the striking building material drivers returned to work unconditionally, it was stated by an official of the Lumber Trades Association, who also said that the regular teamsters in the yards that had been closed by

order of the Association received their wages during the progress of the shutdown. The teamsters' organization reports that the question of working time was not settled, but that some of its members obtained an advance in wages.

The several influential agencies that were at work to bring the contestants together finally succeeded in arranging a conference on July 3d. Fifteen leading trade unions were officially represented at this meeting with the employers' representatives, while four unions were unofficially represented. Several important changes were made in the original plan. While that portion of the section relating to business agents remained intact, the clause providing that "members of any central board of employees" could not be selected as arbitrators, was eliminated. It was agreed that employers shall engage members of trades unions only, directly or indirectly, when parties to the agreement; "that the wages now paid in the unskilled trades shall not be reduced nor the hours increased for one year from the date of the general acceptance of this agreement," and that "in any difficulty arising in the unskilled trades, they may, through the mechanics of that particular trade, have representation in the General Arbitration Board." On July 9th another conference was held. Several explanatory clauses were adopted, among them one providing that the wages and labor hours of skilled workmen shall not be changed for a year from the date of ratifying the agreement, and another that "all existing trade agreements remain in full force, except in so far as they may conflict with the above arbitration plan." Before the second conference assembled organizations in eight trades had signed the arbitration plan, and at the close of September all the trade associations involved in the dispute, with the exception of the unions of freestone cutters, machine stone workers, carpenters (Amalgamated Society), house shorers and movers, housesmiths and bridgemen, metallic lathers, sheet metal workers, and steam pipe and boiler-felters, had yielded to the terms of the associated employers. The unions of mechanics and helpers in the United Board of Building Trades Delegates that had ratified the plan thereupon withdrew their representatives from that body and founded another central organization—the Board of Representatives of the Building Trades. A union of bricklayers and plaster-

ers' laborers reported that, as it was not identified with a mechanics' organization, its members were still affected by the lockout, and the same union, in a return made to the Department on March 4, 1904, stated that the matter was pending on that date.

Rival unions of house shorers, housesmiths, metallic lathers, sheet metal workers, and steam pipe and boiler felters were then formed by the employers' association. These new societies signed the arbitration agreement and their members took the places of the men whose organizations had refused to accept the plan.

No important change in the situation occurred until November 13th. Then the Amalgamated Society of Carpenters and Joiners declared off the dispute and signed the contract. The employers in the two stone-working trades that were indirectly affected by the controversy were not attached to the Building Trades Employers' Association, but in December the Journeymen Stone Cutters' Association and the Machine Stone Workers' Union entered into an arrangement with concerns in affiliation with the general organization of employers and their difficulty was thus brought to a close. The union of metallic lathers on January 13, 1904, amalgamated with the organization that had signed the arbitration plan, and the members of the former were therefore enabled to seek work on jobs controlled by the employers' association. By a reorganization of the housesmiths' trade, the Housesmiths and Bridgemen's Union became a part of the general arbitration plan on February 16, 1904.

On March 4, 1904, when this report was closed, the United Portable Safety Engineers No. 184, the House Shorers and Movers' Union, the Amalgamated Sheet Metal Workers' Union and the Salamander Club of Steam Pipe and Boiler Felters informed the Department of Labor that they continued to be affected by the lockout, no settlement having been reached with the employers' association.

From the foregoing recital of facts it appears that no definite date can be assigned for the termination of the dispute. While the number of workmen in the building industry of Manhattan Borough is approximately 65,000, a considerable proportion of them were not idle at all, being employed either by Manhattan

TABULAR STATEMENT CONCERNING THE LOCKOUT IN THE YORK

Number.	TRADE OR OCCUPATION.	Unions Affected— Directly.	Indirectly.	Total number.	Union Members Affected. Directly.	Indirectly.	Total number.
							STONE
1	Freestone cutters	.....	1	1	.....	1,400	1,400
2	Machine stone workers	.....	1	1	.....	250	250
3	Marble cutters, carvers and setters	1	.....	1	700	.....	700
4	Marble cutters' helpers	1	.....	1	320	.....	320
5	Marble polishers, rubbers and sawyers	1	.....	1	250	.....	250
	Total	3	2	5	1,270	1,650	2,920
							BUILDING AND
6	Architectural iron workers	1	.....	1	1,200	.....	1,200
7	Artificial stone masons	1	.....	1	175	.....	175
8	Bricklayers	.....	9	9	.....	3,479	3,479
9	Building material drivers	1	.....	1	‖3,000	.....	‖3,000
10	Building material handlers	.....	1	1	.....	400	400
11	Cabinet makers	1	.....	1	1,035	.....	1,035
12	Carpenters and joiners (Amalgamated)	9	.....	9	600	.....	600
13	Carpenters and joiners (Brotherhood)	17	.....	17	5,248	.....	5,248
14	Electrical workers	1	.....	1	900	.....	900
15	Elevator constructors and millwrghts	.....	1	1	.....	360	360
16	Engineers (portable safety)	1	.....	1	400	.....	400
17	Framers	1	.....	1	615	.....	615
18	Housesmiths and bridgemen	1	.....	1	2,876	.....	2,876
19	House shorers and movers	1	.....	1	120	.....	120
20	Lathers (metallic)	1	.....	1	375	.....	375
21	Machine wood workers	1	.....	1	576	.....	576
22	Painters and decorators (Amalgamated)	.....	1	1	.....	1,300	1,300
23	Painters and decorators (Brotherhood)	1	.....	1	200	.....	200
24	Painters and decorators (Brotherhood)	1	.....	1	900	.....	900
25	Plasterers	2	.....	2	2,050	.....	2,050
26	Plumbers and gasfitters	.....	1	1	.....	1,000	1,000
27	Roofers	1	.....	1	46	.....	46
28	Stairbuilders	1	.....	1	175	.....	175
29	Steam pipe and boiler felters	1	.....	1	340	.....	340
30	Sheet metal workers	1	.....	1	750	.....	750
31	Tile layers and marble mosaic workers	1	.....	1	293	.....	293
32	Tile layers and marble mosaic workers	1	.....	1	300	.....	300
33	Tile layers and marble mosaic workers' helpers	1	.....	1	300	.....	300
34	Tile layers and marble mosaic workers' helpers	1	.....	1	200	.....	200
35	Wood carvers and modelers	.....	1	1	.....	214	214
	Total	49	14	63	22,674	6,753	29,427
							BUILDING
36	Bricklayers and plasterers' laborers	1	.....	1	390	.....	390
37	Bricklayers' laborers	.....	10	10	.....	2,800	2,800
38	Cement and asphalt laborers	1	.....	1	300	.....	300
39	Plasterers' laborers	1	.....	1	1,200	.....	1,200
	Total	3	10	13	1,890	2,800	4,690
	GRAND TOTAL	55	26	81	25,834	11,203	37,037

Pending March 4 1904. †To March 4, 1904. ‡Average time lost per member.
are more exact. ‖Including 1,500 non-members.

BUILDING INDUSTRY IN MANHATTAN BOROUGH, NEW CITY.

Duration.			Loss in wages.	Amounts paid in benefits by unions.	Result.	Number.
Period. §	Days.	Total days lost.				
WORKING.						
May 1 to Dec. 15, 1903	177	74,900	$337,050 00	.....	Entered into agreement with member of general associat'n of employers.	1
May 1 to Dec. 1, 1903	165	5,250	13,618 75	.....	Entered into agreement with member of general associat'n of employers.	2
June 1 to August 1, 1903	48½	33,950	177,025 00	.....	Signed arbitration plan.	3
June 1 to August 1, 1903	48½	15,520	46,560 00	$11,000 00	Signed arbitration plan.	4
Four w'ks in June and July	22	5,500	22,000 00	.....	Signed arbitration plan.	5
.....	....	135,120	$596,253 75	$11,000 00		
WOOD WORKING.						
June 1 to August 1, 1903	48	57,600	$115,200 00	$14,000 00	Signed arbitration plan.	6
May to August, 1903	60	10,500	46,200 00	6,300 00	Signed arbitration plan.	7
May to July 9, 1903	47	163,513	850,267 60	.....	Signed arbitration plan.	8
May 1 to July 1, 1903	51	153,000	306,000 00	.....	Returned to work without formal settlement.	9
May 1 to August 1, 1903	71½	28,600	114,400 00	.....	Returned to work without formal settlement.	10
June 16 to July 16, 1903	24	24,840	93,885 20	.....	Signed arbitration plan.	11
July 23 to Nov. 13, 1903	94	14,400	64,800 00	11,323 51	Signed arbitration plan.	12
June 16 to July 16, 1903	24	125,952	566,784 00	.....	Signed arbitration plan.	13
June 11 to July 9, 1903	22	19,800	79,200 00	1,800 00	Signed arbitration plan.	14
June 6 to Sept. 30, 1904	91	32,760	114,660 00	38,000 00	Signed arbitration plan.	15
June 6 to	*	†55,500	277,500 00	4,000 00	.....	16
June 16 to July 16, 1903	24	14,760	66,420 00	.....	Signed arbitration plan.	17
June 1 to Feb. 16, 1904	224	196,000	882,000 00	8,200 00	Signed arbitration plan.	18
June 20 to	*	†7,320	21,960 00	.....	.....	19
June 19 to Jan. 13, 1904	151	7,120	28,640 00	1,300 00	Amalgamated with union that had signed arbitration plan.	20
June 16 to July 16, 1903	24	13,824	52,254 72	.....	Signed arbitration plan.	21
June 15 to July 6, 1903	16½	21,450	85,800 00	8,000 00	Signed arbitration plan.	22
May 5 to Sept. 30, 1903	120	24,000	90,000 00	.....	Signed arbitration plan.	23
May 15 to Aug. 23, 1903	74	66,600	249,750 00	.....	Signed arbitration plan.	24
May 1 to July 9, 1903	49½	101,475	507,375 00	.....	Signed arbitration plan.	25
May to Aug. 1, 1903	60	60,000	255,000 00	.....	Signed arbitration plan.	26
July 18 to Sept. 3, 1903	40	1,840	7,360 00	.....	Signed arbitration plan.	27
June 16 to July 16, 1903	24	4,200	18,900 00	.....	Signed arbitration plan.	28
June 15 to	*	†35,920	†143,680 00	†22,500 00	.....	29
July 27 to	*	†57,145	†228,580 00	†40,398 10	.....	30
May 1 to July 18, 1903	62½	18,312	64,501 87	.....	Signed arbitration plan.	31
May 27 to July 13, 1903	40	12,000	60,000 00	.....	Signed arbitration plan.	32
June 24 to July 11, 1903	12½	3,750	11,250 00	1,600 00	Signed arbitration plan.	33
May 1 to Sept. 14, 1903	‡50	10,000	30,000 00	1,000 00	Signed arbitration plan.	34
May 1 to first w'k in Aug.	72	15,408	57,780 00	.....	Signed arbitration plan.	35
.....	....	1,357,589	$5,490,148 39	$158,421 61		
LABORERS.						
May 1 to	*	†75,660	†$245,895 00	.....	.....	36
May 5 to July 21, 1903	‡23	64,400	193,200 00	.....	Returned to work under arbitration plan	37
May 1 to August 15, 1903	‡49½	14,850	36,204 00	$3,000 00	Returned to work under arbitration plan	38
May 1 to July 9, 1903	49½	59,400	193,050 00	.....	Returned to work under arbitration plan	39
.....	....	214,310	$668,349 00	$3,000 00		
.....	....	1,707,019	$6,754,751 14	$172,421 61		

§ Dates for beginning of disputes are frequently only approximate. Those for termination

contractors who were outside the Employers' Association, or by contractors in Brooklyn where building operations were carried on with unwonted vigor throughout the season of 1903. At the end of September the number of members of building trades unions in Manhattan and the Bronx who were idle on account of the deadlock was approximately 3,500.

Owing to the inability of the Associated Builders and Contractors to furnish the Department with detailed statistical data concerning the dispute, only the figures returned by the unions involved can be given and these are embodied in the tabular statement presented on page 148. These reports show that in the aggregate 81 unions in 34 occupations were engaged in the lockout, and 37,037 members of these organizations suffered from enforced idleness. Up to March 4, 1904, they had been deprived of employment for a total of 1,707,019 days, while their losses in wages amounted to the enormous sum of $6,754,751.14. Twenty-three unions assisted their members financially, disbursing for that purpose $172,421.61.

TEXT OF ARBITRATION AGREEMENT ADOPTED JULY 3, 1903.

FIRST. In general the employers and employees of each trade are organized. This applies particularly to the mechanics of the trade and those helpers' organizations from which the mechanics of that trade are largely derived.

SECOND. Where an agreement exists between employers and employees, all disputes in relation thereto shall be settled by a board of arbitration with an umpire, if necessary. The decision of said board or umpire shall be final. Should either side to the dispute fail to select an umpire, or fail to abide by the decision of the umpire, the dispute in question shall be referred to the general board of arbitration within 24 hours after such failure or refusal. The question of sympathetic strikes or lockouts and all questions as to the jurisdiction of trades must be referred to the general board of arbitration, it being agreed and understood that such kinds of work as have been heretofore recognized as being in the possession of a trade are not subjects for arbitration.

THIRD. Each association represented in the Building Trades Employers' Association of the city of New York shall elect two arbitrators, who shall serve for not less than six months.

FOURTH. Each union, the employers of which are represented in the Building Trades Employers' Association, shall elect two arbitrators who shall serve for not less than six months, and who shall be actively engaged in their trades for an employer in Greater New York at the time of their election.

FIFTH. The arbitrators from the unions shall not be business agents.

SIXTH. From this body of general arbitrators not less than four, two from the employers' association and two from the employees' unions, shall constitute a special arbitration board. They shall meet within twenty-four hours when notified so to do by the general secretary.

SEVENTH. Those arbitrators from the unions who may be in the employment of members of this Association are guaranteed re-employment by their firm or corporation when the special case on which they have served has been disposed of.

EIGHTH. The unions as a whole or as a single union shall not order any strike against a member of the Building Trades Employers' Association collectively or individually, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees before the matter in dispute has been brought before the general arbitration board and settled.

NINTH. Complaints shall be first addressed to the general secretary of the arbitration board, who shall be a paid employee, and by him be referred to the executive committee of the general arbitration board, composed of an equal number of employers and employees, and it shall be their duty at once to organize a special arbitration board to decide the point at issue.

TENTH. It shall be the privilege of any union or member of the Employers' Association to select from all the general arbitrators the individuals they desire to act for them, but no general arbitrator can act when the dispute is occurring in the trade which he represents.

ELEVENTH. The general arbitrators must be given power by the interest they are acting for.

TWELFTH. Arbitration papers are to be drawn up stating specifically the matter in dispute, and that both sides agree to abide by the vote of the majority of the board or the decision of an umpire. The umpire must be selected before the case is opened.

THIRTEENTH. These papers must be properly signed and sealed by the members of the board, each side receiving its copy. Then after a careful hearing of the case stenographically reported, the verdict obtained by a majority vote or decision of the umpire shall be final and binding.

FOURTEENTH. After a few trials, precedents will be established, which can be used to strengthen the position of either side in subsequent trials and can be quoted as in our courts of law.

FIFTEENTH. The members of this Association agree to employ members of the trade unions only, directly or indirectly, when parties to this agreement. It is understood, however, that in any case where a trade union is unable to provide sufficient workmen, the employer or employers in that trade may hire workmen not members, who shall become members of the union, if competent. That after the date of the signing of this agreement no union shall become a party to this agreement without the consent of the executive committee.

SIXTEENTH. Resolved, That the wages now paid in the unskilled trades shall not be reduced nor the hours increased for one year from the date

of the general acceptance of this agreement. In any difficulty arising in the unskilled trades they may, through the mechanics of that particular trade, have representation in the general arbitration board.

Addenda to the joint conference plan of July 3, 1903, adopted on July 9, 1903:

BE IT RESOLVED, That Article 15 shall be interpreted as follows: That the matter of supplying sufficient workmen shall be left to the arbitration board of the individual trade to be governed by its trade conditions, but that in case of discontinued failure on the part of the unions to supply sufficient workmen, any member of the Building Trades Employers' Association may refer the matter to the general arbitration board for settlement.

BE IT RESOLVED, That it is understood and agreed to by this conference that the first clause of Article 16 applies to skilled as well as unskilled trades.

It is understood and agreed that all existing trade agreements remain in full force, except in so far as they may conflict with the above arbitration plan.

DISPUTES ADJUSTED THROUGH THE ARBITRATION BOARD.

On the 3d of August the General Arbitration Board organized by electing Otto M. Eidlitz chairman, and Samuel B. Donnelly secretary, and voted that the executive committee of the General Arbitration Board should consist of one representative from each organization. On August 10th the Board adopted the following rules of procedure:

Complaints shall be first addressed in writing to the General Secretary and signed by the Secretary of the Union or Employers' Association, with seal attached.

Upon the receipt of a complaint, the General Secretary shall immediately address a copy of the complaint to the persons complained of and the Secretary of the Association or Union, parties to the complaint.

If the parties to a complaint select their arbitrators from the General Arbitration Board (see section 10) the General Secretary shall call a meeting of the Special Board, so selected, within twenty-four hours. Should the parties to a complaint decline or fail to select their arbitrators from the General Arbitration Board within twenty-four hours, the General Secretary shall call a meeting of the Executive Committee of the General Arbitration Board within twenty-four hours, and said Executive Committee shall at once organize a Special Arbitration Board to decide the point at issue, as provided in section 9 of the agreement.

The Special Arbitration Board shall convene within twenty-four hours and select the umpire before opening the case, as provided for in section 12 of the agreement.

The General Secretary shall notify the secretaries of the organizations, parties to a complaint, of all meetings of the Executive Committee, Gen-

eral Arbitration Board and Special Arbitration Board, if called for the purpose of considering the same.

Arbitration papers, as provided for in section 12, shall be presented to the Special Arbitration Board upon the selecting of the umpire.

Copies of the proceedings of all meetings of the General Arbitration Board, and copies of all arbitration decisions shall be mailed to the secretaries of all Unions and Associations by the General Secretary.

The Chairman of the General Arbitration Board shall be Chairman of the Executive Committee, and the General Secretary shall be Secretary of the Executive Committee.

It is the unanimous opinion of the members of the General Arbitration Board that all disputes arising between employers and employees in trades having joint agreements should be adjusted by the Trade Arbitration or Conference Board of the particular trade.

The meetings of the General Arbitration Board and of the Executive Committee shall be conducted in accordance with the rules of procedure and debate outlined in Cushing's Manual.

On September 4th, the Board adopted the following resolution:

Resolved, That in case the mechanics organization in any trade refuses or fails to present a complaint of unskilled men employed with them to the Arbitration Board, such complaint shall be accepted by the Board of Arbitration if endorsed by five unions of mechanics, parties to the Joint Arbitration Plan. Upon the receipt of a complaint, so endorsed by five unions, the Chairman of the General Arbitration Board shall appoint a committee of four, two of whom shall be representatives of unions and two representatives of employers' organizations, parties to the Joint Arbitration Plan, and such committee of four shall constitute a Special Arbitration Board to hear the complaint and render a decision thereon. Such committee, or Special Arbitration Board, shall conduct the case according to the rules of procedure of the General Arbitration Plan.

The Plasterers' Laborers.

The first decision rendered by the General Arbitration Board affected the plasterers' laborers, who as unskilled workmen were not directly represented on the Board; notwithstanding which fact they won their contention. The union concerned (the Plasterers' Laborers' Protective and Benevolent Union) was among the organizations locked out during the general dispute, in the course of which the employing plasterers' association entered into an agreement with a small rival organization of laborers, arranging to pay $3 per day for this class of employment. At that time $3.25 was the prevailing daily rate of wages, and that schedule had been in force for more than a year in the larger union of laborers. When the representatives of the plasterers' society signed the compact with the Board of Governors they

insisted upon the recognition of the old union of laborers and the payment of the wage scale provided by the latter. The points in dispute were therefore submitted to the Arbitration Board, which held that "as the largest recognized body of plasterers' laborers received $3.25 per day for the year ending May 1, 1903, that that rate shall be recognized as the standard rate of wages," and declaring that article 16 of the arbitration plan, "that the wages now paid in the unskilled trades shall not be reduced nor the hours increased for one year from the date of the general acceptance of this agreement," covers all existing agreements and must be enforced. The text of the decision is as follows:

Findings of the Arbitration Board Appointed to Pass upon the Controversies between the Plasterers' Laborers' Protective and Benevolent Union, as Represented by the Plain and Ornamental Operative Plasterers' Society and the Employing Plasterers' Association.

We, the arbitrators appointed, unanimously find as follows:

FIRST. As a matter of fact the Employing Plasterers' Association were forced into an agreement with other laborers than the Plasterers' Laborers' Protective and Benevolent Union by the act of the Plain and Ornamental Operative Plasterers' Society, and therefore the agreement entered into by the Employing Plasterers' Association with the Italian Laborers' Association must be respected.

SECOND. That the numerical strength of the Italian Laborers' Association at the time of the making of the aforesaid agreement, June 18, 1903, was about 180 men.

THIRD. That a large proportion of these men have been absorbed into the Plasterers' Laborers' Protective and Benevolent Union.

FOURTH. That such of the number of 180 men not now members of the Plasterers' Laborers' Protective and Benevolent Union and having been members of the Italian Laborers' Association at the time of the making of the before-mentioned agreement shall be eligible to employment by the Employing Plasterers' Association at the standard rate of wages.

FIFTH. As the largest recognized organized body of Plasterers' Laborers' received $3.25 per day for the year ending May 1, 1903, that that rate shall be recognized as the standard rate of wages.

SIXTH. That Article 16 of the arbitration plan covers all existing agreements and must be enforced.

Respectfully submitted,
LEWIS HARDING, *Chairman.*
B. D. TRAITEL.
JAMES DALY, *Secretary.*
ROSWELL D. TOMPKINS.

Painters and Decorators.

The second dispute decided by the Arbitration Board was one between rival organizations of painters, the decision being as follows:

In the matter of the question submitted for arbitration, namely whether the Association of Interior Decorators and Cabinet Workers refused to employ and discriminated against the members of the union of Amalgamated Painters and Decorators, we, the Board of Arbitrators, unanimously find and agree that,

Inasmuch as the union of Amalgamated Painters and Decorators concede that no written agreement to employ them by the Association of Interior Decorators and Cabinet Workers existed at the time of the signing of the joint arbitration plan by either party, and that none exists now, and that it was shown and proved by a written agreement properly signed by and between both parties, namely, the Association of Interior Decorators and the New York council of the Brotherhood of Painters, Decorators and Paper Hangers of America, both parties being parties to the joint arbitration plan, said agreement being dated December 20, 1902, which time was prior to the signing of the joint arbitration plan; that the Association of Interior Decorators and Cabinet Workers did refuse to employ members of the union of Amalgamated Painters and Decorators, and in that sense did discriminate; but that said refusal was justified, owing to the fact that they had an agreement with the New York council of the Brotherhood of Painters, Decorators and Paper Hangers which was in force at the time the joint arbitration plan was signed, and which they were bound to respect, under the last clause of the "Explanatory Clauses, adopted July 9, 1903."

And further, that in order to adjust the differences at present existing between the union of Amalgamated Painters and Decorators and the Brotherhood of Painters, Decorators and Paper Hangers, this committee directs that the two organizations amalgamate under the auspices of the National Brotherhood of Painters, Decorators and Paper Hangers, within fifteen days from this date, and that the present rate of wages existing in both organizations continue to prevail until the expiration of the agreement between the Association of Interior Decorators and Cabinet Workers and the New York council of the Brotherhood of Painters, Decorators and Paper Hangers, December 31, 1903, when this said agreement shall be extended for one year, or for more if so determined between the parties thereto, with the following exception: That article III shall read, "That each branch of the trades shall receive the following wages, namely, decorators and gilders, $4.50 per day; painters and varnishers, $4 per day; paper hangers, as per price list."

New York, September 3, 1903.

JAS. R. STRONG, *Chairman.*
PETER O'NEILL, *Secretary.*
BENJAMIN D. TRAITEL.
CHARLES NELSON.

The union of Amalgamated Painters and Decorators protested against the findings of the Special Arbitration Board and petitioned the latter to modify its decision, declaring that neither the question of the amalgamation of the painters' unions nor that relating to wages was submitted to the arbitrators, and therefore

should not have been considered. The Board, however, reiterated its conclusions, and an appeal was taken by the union to the General Arbitration Board, which on December 22d "resolved that the decision of the Special Arbitration Board be referred to the umpire, who was selected to act in the case, and the question to be submitted to the umpire is: 'Did the Special Arbitration Board act within the letter and spirit of the General Arbitration plan in rendering its decision, and is said decision a proper one from a just and legal standpoint, considering the complaint, all the testimony submitted, and the record of the case?'" Hon. P. H. Dugro, Justice of the Supreme Court in the First Judicial District, was chosen as umpire, and his decision was handed down on January 12th, this year. The two points involved in the question submitted to him were decided in the negative, thus sustaining the main contention of the Amalgamated Painters that the special arbitration board had exceeded its powers in directing that the two unions consolidate in order to accomplish an adjustment of their differences. The full text of Justice Dugro's decision follows:

To the General Arbitration Board of the Building Trades Employers' Association and the Building Trades Unions:

Gentlemen: It appears that on August 20th last, the Amalgamated Painters and Decorators' Association of New York and vicinity complained to the General Arbitration Board of the Building Trades Employers' Association and the Building Trades Unions of the fact that a member of the Association of Interior Decorators and Cabinet Makers refused to employ its members and discriminated against them and that painters not members of an association that had signed the arbitration plan were employed in preference to their members, by a member of the Interior Decorators, etc., Association. The Interior Decorators and Cabinet Makers' Association in answer claimed that its action was justified.

A question as to whether there was justification thus arose and it was submitted by an agreement in writing to a special board of arbitration made up of four arbitrators.

That there may be no doubt as to the matter or question submitted to arbitration, reference is made to the papers that bear upon the subject. The agreement of submission (Exhibit 9) states that the dispute submitted is one "relative to the refusal to employ members of the Union of Amalgamated Painters and Decorators" and the decision of the special arbitration board recites that the decision is "In the matter of the question submitted for arbitration, viz.: whether the Association of Interior Decorators and Cabinet Makers refused to employ and discriminated against the members of the Union of Amalgamated Painters and Decorators."

Upon this submission the award or decision of the special board of arbitration was in part that the action of the Interior Decorators and

Cabinet Makers Association was justified and of this part of the decision no complaint is made. The board, however, further decided and directed, among other things, that the Union of Amalgamated Painters and Decorators and the Brotherhood of Painters, Decorators and Paper Hangers should amalgamate under the auspices of the National Brotherhood of Painters, Decorators and Paper Hangers within fifteen days. A protest against this part of the decision, upon the ground that the special arbitration board had no right to so decide, was presented by the Union of Amalgamated Painters, etc., to the general arbitration board. After considering this protest the general arbitration board adopted a resolution on December 22d last, which reads as follows:

"*Resolved*, That the decision of the special board of arbitration be referred to the umpire who was selected to act in the case, and the question to be submitted to the umpire is: 'Did the special arbitration board act within the letter and spirit of the general arbitration plan in rendering its decision, and is said decision a proper one from a just and legal standpoint, considering the complaint, all the testimony submitted, and the record of the case?' * * * "

And the umpire was accordingly requested to answer the questions referred to in the resolution.

The first question is:

"Did the special arbitration board act within the letter and spirit of the general arbitration plan in rendering its decision."

The second question is:

"Is said decision a proper one from a just and legal standpoint considering the complaint, all the testimony and the record?"

Each question is answered in the negative.

As to the first question: The special board did not act within the letter or spirit of the general plan in making its decision, because that plan contemplated only the decision of the question submitted by the agreement, and of such other questions as of necessity were required to be determined in order to enable a proper decision to be made of the questions submitted, and only those questions.

As to the second: The decision was not a proper one from a just or legal standpoint, considering the complaint, the testimony and the record, because the special arbitration board after having determined the only question submitted (in favor of the employers), that is, the question as to the justification of the Employers' Union in discriminating against the Union of Amalgamated Painters, etc., went beyond the determination of the question submitted to them and gave directions without warrant.

The decision reads: "In order to adjust the differences at present existing between the Union of Amalgamated Painters and Decorators and the Brotherhood of Painters, Decorators and Paper Hangers, this committee directs that the two organizations amalgamate."

This direction was unauthorized. It appears that the purpose of the special arbitration board in directing a union of the two associations was to accomplish an adjustment of their differences.

Though this was a laudable purpose it constituted no warrant for the decision and direction.

A good intention is not a sufficient excuse for arbitrary conduct.

The special board was not authorized by any submission to adjust any differences between these associations, and hence the purpose which

prompted the direction is unimportant. It may be remarked that one of the associations was not even a party to the agreement of submission.

The motives of the special board in seeking to bring about a union of the two associations was no doubt commendable, and it seems quite clear that the best interests of the associations will be furthered by union. But though it would be wise for the associations to unite their interests, a union cannot be brought about except as the result of a common consent on their part, implied or express. No such consent is indicated in any of the papers presented.

It is to be noted that while the general arbitration plan, section 11, reads: "Arbitration papers are to be drawn up stating specifically the matter in dispute," the papers that were drawn up contain no reference to any question of difference between the two associations of painters, the only difference specified was one between the Employers' Association and the Union of Amalgamated Painters and Decorators.

With the hope that the answers may be considered satisfactory by those interested, I am, very sincerely yours,

P. H. DUGRO,
Umpire.

New York, January 12, 1904.

Mosaic Workers' Helpers.

The third decision rendered (September 30) was in the dispute of the machine wood workers which had to be submitted to an umpire owing to the failure of the special arbitrators to come to an agreement. Particulars appear on page 106 above, under the wood working industry.

The fourth dispute concerned the mosaic workers' helpers and the decision rendered October 10, was as follows:

In re Manhattan District Council of the United Brotherhood of Carpenters and the Electrical Workers' Union No. 3 against the Mosaic Employers' Association.

Relative to the discharge by the Mosaic Employers' Association of the members of the Mosaic Helpers' Association, we find that the Employers' Association *was not* justified in said discharge, and we hereby direct that those men who were discharged on August 20, 1903, be returned to work at once.

Relative to the refusal of the Mosaic Workers' Union to work with the members of the Mosaic Helpers' Association we find that there was no such refusal on the part of the Mosaic Workers' Association, but in view of the fact that neither of the helpers' organizations had sufficient men to supply the demands of the trade, we order and direct that the two unions of mosaic helpers be consolidated into one union within ten days from date.

That there shall be no initiation fee nor assessment levied upon any man who is a member of either organization on October 10, 1903, nor shall there

be any discrimination nor prejudices against any man, in either union, by helpers, mechanics or employers.

That the present officers of both unions shall be dismissed, and that a new election shall be held forthwith, at which every member holding a card in either union shall have the right to take part.

We further direct that the above plan be carried into effect by a committee of five composed of two from each of the mosaic helpers' unions and one from the Mosaic Workers' Association.

New York, October 10, 1903.

GEORGE W. LEWIS, *Chairman.*
C. DINSMORE, *Secretary.*
CHAS. MURPHY.
ROSS F. TUCKER.

Electrical Workers vs. Bricklayers.

In the matter of the Electrical Contractors' Association and International Brotherhood of Electrical Workers vs. Mason Builders' Association and Bricklayers' Unions.

The evidence presented shows that both parties have performed this style of work since the same came into use; nor is the evidence clear as to priority of right.

While it may seem proper that the builder should have certain control of his walls, it is equally proper to presume that no one should be obliged to assume an unknown liability.

As we are, through lack of evidence, unable to make an entire award to either party our decision is as follows:

New Work.—Builders shall do the cutting necessary for the installation of electric conduits, of all solid brick work, also of all fireproofing where three or more conduits run together, and for all panels and cutout boxes at their own expense.

That electricians shall cut on all fireproof partitions where less than three conduits run together, and may drill holes through floors or walls, and cut any brick work for slight changes.

Contracts entered into prior to the date of this award shall be executed as heretofore—that is, if the cutting is in the electrician's contract he shall employ his own men at his option, to cut. If in the builder's contract, he shall employ the men he now employs; but after the date of this award the cutting of solid brick work, and of all fireproofing where three or more conduits run together, and all panels and cutout boxes shall be eliminated from the electrician's contract.

Old or Repair Work.—Where cutting or piercing is through or on old walls the electrician shall cut with whom he may choose. Where cutting is through or on new walls the builder shall do the cutting necessary for the installation of electric conduits of all solid brick work; also, of all fireproofing where three or more conduits run together and of all panel and

cutout boxes at his own expense, and electricians shall cut the fireproofing partitions where less than three conduits run together, and may drill holes through floors or walls or cut any brick work for slight changes.

New York, November 18, 1903.

JAMES J. DALY.
J. W. HARRISON.
WM. KOENIG.
ROBERT A. KEASBEY.

NEW YORK CITY CARPENTERS.

One of the causes of the formation, by the employers of New York City, of the central building trades association which adopted and forced the acceptance by the unions of the plan of arbitration described above, was the interruption of work caused by strikes of union men against the employment of members of rival unions. The most serious interruption of this kind was the strike of several thousand members of the local branches of the United Brotherhood of Carpenters and Joiners of America to secure positions held by the members of the American branch of the Amalgamated Society of Carpenters and Joiners, an English union. This strike began on the first of April, 1903, and continued until the general lockout by the employers caused a general cessation of building operations, although many members of each society found work with employers who were willing to take sides with one of the two rival organizations.

A final adjustment of the controversy was not obtained until October 20th, when the umpire to whom had been referred the question of consolidating the two societies in the United States rendered his decision. Both organizations are affiliated with the American Federation of Labor, which at its convention in New Orleans, in November, 1902, adopted a resolution providing for the appointment of a committee of five from each union, they to select an umpire and to assemble on or before March 1, 1903, for the purpose of amalgamating the two organizations. This joint committee met in New York City, but was unable to agree. Subsequently it was concluded to hold another session in Cleveland, Ohio, August 17th, at which Adolph Strasser, formerly president of the Cigar Makers' International Union, was selected as umpire. Later in that month the delegations from the rival unions submitted their testimony to him in Chicago. The Amalgamated

Society, whose headquarters is in Manchester, England, is not, comparatively speaking, numerically strong in this country, but it has many beneficial features that are not provided by the Brotherhood, and the plan of amalgamation prepared by the arbitrator embraces these benevolent provisions as well as "a working agreement by which," says the umpire, "hostilities may be avoided pending the discussion and the acceptance of the plan of amalgamation. At the outset I desire to say that no working agreement can establish permanent harmony in any trade which is governed by two constitutions and two sets of rules." The consolidation is to be in full force from January 1, 1905, and the organization is to be known as the United Brotherhood of Carpenters and Joiners of America. The decision requires that on December 26, 1903, joint district councils shall be formed in places where the two associations have subordinate unions, for the regulation of wages and labor hours and for the adoption of necessary trade rules; that on and after January 1, 1904, all traveling cards issued by the Amalgamated Society shall be recognized by the Brotherhood, pending complete amalgamation; that prior to January 10, 1904, each organization shall deposit, as a guarantee for faithful compliance of the trade agreement, the sum of $25,000; that the plan shall be referred to the conventions of both associations in 1904 for discussion and then submitted to a popular vote of the members for ratification. (Mr. Strasser's findings are printed, in part, among the Agreements in the following chapter).

On December 3d a joint conference committee of the two organizations met in Buffalo and after a few days' discussion of the trade agreement proposed by Mr. Strasser, decided to put it into force on January 1, 1904. The committee agreed that the Amalgamated Society branches in New York should not sign the arbitration plan with the Building Trades Employers' Association in that city, inasmuch as the Brotherhood, which had already accepted that plan, would issue working cards to all members of the Amalgamated Society on January 1st, and the latter would consequently become a part of that compact. Subsequently by mutual agreement the amount of money to be deposited by each society as a guarantee of faithful performance of obligations was reduced from $25,000 to $5,000 apiece and on March 4, 1904, the

$10,000 was deposited in the Garfield National Bank, New York City, in the names of the three trustees of each union, and the president, secretary and treasurer of the American Federation of Labor.

The Joint District Council of Greater New York, composed of delegates from the United Brotherhood and the Amalgamated Society, at a meeting held on March 5th adopted the following:

"WHEREAS, According to the Strasser decision it has become necessary to make rules and trade agreements to govern the United Brotherhood and Amalgamated Society; and,

"WHEREAS, Such trade rules have been submitted to both organizations for a referendum vote and carried,

"*Resolved*, That these trade laws govern both organizations for this year only (1904) and that the laws and constitutions of both organizations that were in force prior to the decision handed down by Umpire Strasser remain the same in both the United Brotherhood and Amalgamated Society for their local government only, in so far as they do not conflict with the trade agreement just adopted by both organizations."

Officers were elected by the New York Joint District Council on March 12th, and both sides to the long-standing controversy in that city are now working in harmony.

NEW YORK CITY EXCAVATORS AND ROCKMEN.

Among the important events that have transpired in the industrial movement this year was the general strike of excavators and rockmen in New York City on May 1st. Work on public as well as private enterprises was seriously impeded if not entirely stopped, and not until after the 13th of June, on which date the dispute was declared off, were contractors in a position to resume their operations with a full quota of this class of laborers.

On December 24, 1902, the American Federation of Labor succeeded in forming the nucleus of two organizations of these workers—one being known as Excavators' Union No. 10,630, while the other was called Rockmen's Union No. 10,631. These associations, which were composed almost exclusively of Italians, grew so rapidly in membership that, to properly guide their actions, the leaders found it necessary to subdivide them into ten branches, located at various points in the city, but all were placed under the direct supervision of the official staffs of the two general bodies. Delegates were chosen to represent them in the Central Federated Union of Manhattan Borough. Having been admitted

to that organization, the unions became possessed of a prestige that they could not possibly have attained by standing alone, while at the same time they were entitled to share in any benefits that this combination of unions might insure to those who affiliated with it. By thus fortifying themselves the excavators and rockmen felt that they were powerful enough to bring about a betterment of their economic condition, so in February of this year they determined to formulate a demand for an increase of wages and a reduction of labor hours. The excavating laborers decided to ask for a minimum wage of $2 per day. At that time the rates were as low as $1.25, with $2 as the maximum. The rockmen proposed an advance to $2.50 per day, $1.75 then being the lowest, while $2 was the highest daily rate. In both occupations the working time varied from eight to ten hours a day and it was decided to make an effort to secure a uniform day of eight hours. The Central Federated Union having indorsed the schedule, notices of their desires were sent by the unions to the 250 contractors who employed labor of this kind, and seven of these agreed to the new plan, the acceptance of which affected 300 men. The other contractors either ignored the demands or refused to acquiesce in them, and it was charged that among those who had not acknowledged receipt of the communication from the unions were the sub-contractors on the Rapid Transit railroad construction. Such was the situation on May 1st, the date on which the strike was ordered, when 3,000 rockmen and 19,000 excavators—not all, however, being members of the union then, although they were in sympathy with its aims and objects—ceased work with the intention of enforcing their terms.

A phase of the dispute that excited public interest and discussion was the position assumed by the unions regarding the 4,000 strikers who had been employed on the Rapid Transit subway. It appears that on June 4, 1901, a biennial* agreement was entered into by committees from the Sub-Contractors' Association and the Central Federated Union, and subsequently ratified by those organizations, providing for the employment of organized labor, the payment of union wages, and the arbitration of any grievances that might arise between the employers and the men engaged in

*See pp. 167-170 of the Board's Annual Report for 1901.

the twenty-six trades enumerated in the compact. One of the clauses of that agreement provides that its requirements "shall only apply to the members of the trades whose unions are represented in the Central Federated Union," and that "wages for trades not therein specified (which may be admitted by mutual agreement hereafter to the benefits of this agreement) shall be settled between the two committees or by arbitration." Under this provision the Rapid Transit committee of the Central Federated Union took the necessary steps to bring about a settlement of the difficulty. Conferences were held with the like committee from the Sub-Contractors' Association, and it was finally agreed that the striking employees on the tunnel construction should be advised to return to work pending the arbitration of their demands. This proposition was approved by the leading officials of the aggrieved unions, but when it was submitted to the latter at their meetings the members promptly rejected it on the ground that assurances were not given that their condition would be improved if they went back to their employment. For a time it looked as though this action would end negotiations with the sub-contractors, but the central association's committee, believing that the workers were laboring under a misapprehension, deemed it the part of wisdom to make a second attempt to effect a settlement. Consequently another conference was arranged with the sub-contractors' committee, resulting in a decision to resubmit the matter to the unions with a recommendation that work be resumed during the progress of proceedings before the arbitration board, the employers agreeing in the meanwhile not to engage non-union help unless an adverse vote were taken on the question by the striking excavators and rockmen. Before reporting to the unions what it had done the committee invited seventy-five of the more intelligent and thoughtful members of the ten branches to assemble with it to thoroughly discuss the subject, with a view to presenting the logical side of the issue to the membership and to endeavor to impress them with the necessity of adopting the suggestions of the committee, inasmuch as not only was the Central Federated Union pledged to the tenets of arbitration,

but the American Federation of Labor, whose charters they held, bound them by its laws to that principle. This mode of procedure received the sanction of the 75 men. In due time they went to their various district meetings and fervently appealed to the members to ratify the proposal of the committee, but notwithstanding this plea for peace, the unions by an overwhelming majority again refused to be governed by the action of their representatives. Thus did the arbitration plan come to naught and the strike continued. In justification of this attitude it was pointed out by one who had assisted in the efforts to adjust the trouble that as these unfortunate Italians were unacquainted with the language of our country, they viewed everybody with suspicion and even distrusted their own countrymen who had been foremost in advocating their cause. It was also set forth that this hard-working, unlettered mass for years had been imposed upon by unscrupulous contractors and padrones; their wages were low, they suffered numerous indignities, and their lot in life was anything but pleasant, so therefore it was not surprising that they had misunderstood the situation and declined to have their wrongs redressed through the conciliatory measures suggested by the Central Federated Union committee.

After the rejection of the arbitration plan by the unions the subway contractors began to fill the places of the strikers, and early in June they reported that 3,000 unskilled workers had been given employment. On other large undertakings, such as sewer construction, street improvements and railroad work, very little headway was made in hiring laborers until June 13th, when the strike came to a close and the men returned to work under the conditions that prevailed at the commencement of the controversy. By June 19th there was a full complement of excavators and rockmen at work on the rapid transit tunnel, many of the old employees having been re-engaged.

It is pertinent to remark here that during the pendency of the dispute an official of the Department of Labor waited upon the Rapid Transit's chief contractor and his representative in quest of data concerning the strike on that construction, and in the course of the interview the official was requested to make

mention of the fact that since the agreement went into force two years ago all the trades that are parties thereto have remained at work whenever there was employment for them; that they have not violated any provision of the covenant, nor have they evinced a disposition to break faith with the sub-contractors. In June of this year there was a renewal of the agreement, with the exception of the part relating to the wages of pipe calkers and tappers and house shorers and movers, who asked for an increase of pay.

NEW YORK CITY PLASTERERS.

When the Manhattan Borough Operative Plasterers' Society (local No. 25 of the International Association) formulated its successful demand for an increase in wages from $4.50 to $5 per day in the spring of 1902, it adopted a new set of by-laws governing trade matters. These regulations, which were subsequently printed in pamphlet form, headed "Instructions for Foremen Plasterers and Information for Employers," contained several provisions the enforcement of which later in the year met with opposition on the part of the Employing Plasterers' Association and eventually precipitated a general lockout of the latter's employees. The particular sections to which objection was made were embodied in five of the six articles that comprised the trade rules, and were as follows:

"FOREMEN.

"Section 1. Any member desiring to act in the capacity of foreman must not be less than six months in good standing in this society. He shall see that all men working under him are in good standing in this society.

"§ 2. * * * Should the employer hire a non-member and send him to said foreman he (the foreman) must report the fact to this society on the first Tuesday or Thursday evening. Should he fail to do this, he immediately becomes responsible to this society for the initiation fee of said non-member.

"§ 3. * * * If plans and specifications are not on the building, he (the foreman) must inform the delegate of this society where they can be seen. * * *

"§ 4. Any foreman insisting on rushing the men or bringing about a condition of affairs that would be detrimental to the members of this society, or failing to do his duty as herein prescribed, on charges being preferred against him, the delegate shall suspend him, and he shall remain suspended until tried on said charges. Should he be found guilty, he shall for the first offense be fined the sum of $50, or he shall not be recognized as a foreman for a term of three years, at the option of this society, and for

the second offense he shall be fined not less than $50 and never again be recognized as a foreman by this society.

"§ 5. Any foreman who shall injure his fellow members in the eyes of his employers, for a refusal to violate the laws, or for taking a prominent part in the affairs of this society, when found guilty, he shall never again be recognized as a foreman by this society.

"SCALE OF WORK.

"Section 1. In tenement houses where there are ten rooms and a lobby or hallway to each floor or flat, the time for scratch coating rooms and hallway on said flat or floor shall be two days, or one day each for two men.

"§ 2. The time for browning in said tenement houses for ten rooms and hallway shall be six days, or three days each for two men.

"§ 3. In browning where there are extra rooms or extra closets, there shall be extra proportionate time allowed.

"§ 4. The time for hard finishing ten rooms and hallway in tenement houses shall be six days, or three days each for two men.

"§ 5. For cornicing and finishing ceilings in tenement houses, the time for each room, with four angle and two break miters, done with a common mould about seven inches projection, shall be one day, or one-half day each for two men. When there is a square panel the time shall be one and one-half days, or three-quarters of a day each for two men. If a cove mould is used the same time to be observed as above.

"CHARACTER OF WORK.

"Section 9. When any portion of a building is reserved for a special character of ornamental decorations, it shall be permissible to submit estimates for same; said estimate for the said reserved portion must include all parts of plastering, plain and decorative. Mouldings to be run in place; and it shall be done by the contractor for the same; no subletting will be allowed. On completed new buildings cast mouldings may be stuck on all parts that were previously moulded in place.

"Imported models or castings shall not be handled by members of the O. P. S.

"RULES OF WORK.

"Section 1. All plain plastering in the building shall be executed by non-shop hand plasterers. This rule shall not apply to members who are competent in all branches of the trade.

"§ 6. Time allowance above the twelfth story when elevator service is not furnished.

"§ 10. On being laid off or sent to another job, members shall receive thirty minutes before noon time in order to clean and pack their tools.

"COUNTRY WORK.

"Section 1. On country jobs, city hours and wages shall be enforced and city wages paid to and from job; board and traveling expenses also to be paid.

"§ 2. Extra time shall be paid at the proportionate rate of city wages. Permission given to employers to employ on country work one-half local union men at local union rates.

"This section applies only to any locality where there is a local union of the Operative Plasterers International Association having jurisdiction.

"On all other country jobs none but members of the O. P. S. shall be employed."

The dispute that culminated in the lockout occurred on a new hotel building on which a member of the Employing Plasterers' Association had been awarded a contract to do the plain and ornamental plastering. He had sub-let the decorative work, and to this the union had taken exception. The trouble arose primarily over the union's interpretation of section 9 of its rules relating to the "Character of work." Its construction of this provision was that when an employer contracted to do all the plaster work, plain and decorative, he should have the whole of it performed by his own journeymen instead of sub-letting it to other contractors, who invariably engaged a new force of workmen to complete the job, thus depriving those who had done the plain plastering—the most laborious part of the work—of the opportunity to do the ornamental portion, the labor on which is not so arduous, the union contending that its members were competent to do both. The organization claimed that in nearly all large hotel and apartment buildings in course of erection there are certain rooms reserved for a special character of decorations, and this class of work is not generally included in the original contract, but is afterward specially provided for. It therefore did not object to a concern who secured one of these special contracts hiring men other than those who had done the plain plastering. Its rule simply covered the case of a firm who had contracted to do the entire job. The plasterers' society furthermore declared that the employers evidently evinced a disposition to force the men to become specialists, thus increasing the labor of each class irrespective of the quality of work performed. If the employment were divided as was apparently contemplated, it was asserted, one set of men would do the brown work, while the other divisions would consist of hard finishers, cornice hands, stickers of ornaments, ornament casters, mould makers, model makers, and pointers-up, all of which now constitute a single trade.

On the other hand, the employers took the position that the Operative Plasterers' Society had presumed to dictate the control and direction of their business affairs. "To submit to any

of these conditions in the form in which they now confront us," the employing plasterers averred, "would mean the entire disorganization of our business and the turning over of the direction of our affairs to the workmen. The men are attempting to compel the plain plasterers to do the ornamental work and the ornamental plasterers to do the plain work, and when we state that the two trades are as distinct as high-class cabinet-making and house-framing, and the ability to perform this work is as equally distinct between the workmen themselves, we state only the naked truth. It is furthermore forcing the employers to enter into a business for which many have no desire or sufficient knowledge of and would create a monopoly for one side or the other, stifling competition to the injury of the public. Under their ruling of a non-existing law it is impossible for the employers to carry to completion their present contracts."

The next important point over which both sides disagreed was in relation to foremen. While the employers did not object to the former belonging to the union, they were opposed to compelling them to see that all men in their employ were in good standing with the society. They said the delegate of the union was the proper person to look after such matters and it was not the business of the employers or their foremen to do so. With regard to the clause providing that if plans and specifications are not on a building the foreman must inform the delegate where they may be seen, the employers announced that the details of the construction and the materials used therein were things that concerned only those who directed the work, and that anything pertaining to plans and specifications was entirely outside of the province of the union. They likewise objected to the suspension of foremen before they were regularly tried on charges, arguing that it opened the way for a great deal of injustice, because any workman with a supposed grievance could easily trump up a charge against a foreman and thereby cause his suspension. It was also set forth that under this article all foremen might be intimidated to such an extent that they could not properly represent their employers, who considered that the short hours of employment and the high rate of wages that prevailed required them to insist upon every man doing a good day's work.

The rejoinder of the union to the above objections was that if an employer agreed to engage none but union help, it was as much to his interest to ascertain if all men on a job were members of the society as it was to the interest of the latter; that by not exercising sufficient care in the employment of workmen the employers were at all times liable to be put to annoyance and possible loss by reason of a strike against non-union help, and to avoid such contingency they should either directly or through their foremen act in conjunction with the union in the enforcement of this rule. A non-unionist, it was stated, could without difficulty obtain a union permit to work until his proposition for membership was acted upon; it would not entail much effort upon foremen to inquire whether or not a workman was a member of the society, and if he did not prove to be affiliated with it he could soon apply for a permit and begin work. Respecting the rule as to the examination of plans and specifications by the delegate, the union urged that it was the duty of good mechanics to see that work was done according to contract, and that to accomplish this end it was necessary for them to know the kind of material stipulated in the specifications, thus enabling them to prevent the substitution of an inferior article and thereby protecting an owner against the possibility of fraudulent practices. So far as the suspension of foremen who persisted in rushing the men was concerned, it was pointed out that the employees were often overtasked, and botched work as well as an unsanitary condition of the buildings were the inevitable result. The union insisted upon contracts being performed in a workmanlike manner, and that could not be done when foremen were permitted to continue to discharge men because they could not keep up a pace that produced exhaustion or ill-health and endangered life. Charges were first submitted to a regular union meeting, the suspension from the foremanship following if they were declared cognizable, but the defendant foreman was allowed to do journey work on the job pending the decision in his case after an impartial trial by his peers.

As to the five sections under the caption "Scale of work," specifying the amount of labor that should be done by each

mechanic, the union affirmed that under this plan a thoroughly workmanlike job could be accomplished. If the scale were enlarged inferior work would ensue. The employers dissented to these rules, "as the union has no right to dictate how much a man shall do. In so far as the amount stated, it is more than an average man can do." Yet, observed the employers, there were members of the society who could do more than that stipulated, and they should not be deterred from doing it.

With reference to the refusal of its members to handle imported models or castings, the union justified its attitude on the ground that it was endeavoring to protect the domestic trade against the competition of foreign cheap labor; that the plans of any special design from the Old World could be equally as well brought in and the work executed here; that it was of the belief that many of these finished productions were undervalued when they reached this country and were passed through upon the payment of a comparatively small duty; that it could control the situation better by declining to handle them instead of going to the trouble and expense of constantly bringing the matter into the courts for adjudication. The employers held that the stand of the union on this question was unreasonable, as it occasionally happened that a builder, or a prospective owner of a building, purchased especially desirable models or castings executed by celebrated foreign artists, with the expectation of using them to decorate some of the apartments in his projected structure in this country. Consequently the union did not possess the right to refuse to handle foreign productions bought under such circumstances.

The employers were opposed to section 1 of the "Rules of work" because it infringed upon their rights. The union desired its retention, however, as it would insure the employment on buildings of men who had a complete knowledge of the trade, and it tended to prevent the hiring on that class of work of such shop hands as were only proficient in mixing plaster and pouring it into moulds. Rule 6, demanding time allowance while going to work on any floor above the twelfth story of a building without elevator service, was objected to by the employers, as it did not name the amount of time required by the

men to make such a journey. The society claimed that this provision was enacted because the journeymen who worked above the twelfth floor were obliged by foremen to report for duty promptly at 8 o'clock a. m., the usual hour for the commencement of work. This was frequently a physical impossibility. Instances were cited where men who had arrived at the first floor of a "skyscraper" before 8 o'clock were unable to reach the upper stories within a half hour from the time they began the ascent, owing to the crowded condition of the stairways and ladders. Relative to rule 10 of the same article the employees regarded that under it they would be put to a disadvantage in the event of their desire to accommodate an owner who found it necessary to have a special piece of work done within a brief period. The union's position was that the men should be given ample opportunity to prepare to go from one job to another at noon; that they should be allowed to partake of the midday meal and they should also be given sufficient time to travel to the new job.

The rules affecting "country work" were a source of considerable contention, the employers maintaining that city hours and wages should not prevail on contracts secured by them outside of the metropolis. They also objected to paying the board bills of men who were assigned to work in out-of-town places, and particularly so where such jobs were of a long duration. The union believed that its members were entitled to city conditions as to working time and wages while they were engaged at work in the country. The workmen likewise thought it was only fair that the employers should provide for the payment of board, inasmuch as during their absence they had to pay rent and meet the living expenses of their households in the city in the same manner as they did while at home.

In the hope that stringent measures would influence the workmen's society to modify its rules to conform to the employers' ideas the Employing Plasterers' Association, at a meeting held on October 18th, adopted the following preamble and resolution:

"WHEREAS, The present unnatural condition of affairs existing in the plastering trade, brought about by a constitution passed lately by the Operative Plasterers' Society, and

"WHEREAS, The interpretation of such constitution being in a state of chaos, producing never-ending strife, therefore, be it

"*Resolved*, That, on and after Tuesday, October 21st, the wages and rules prevailing prior to April 1, 1902, shall go into effect, until an agreement, satisfactory to both the Employing Plasterers' Association and the Operative Plasterers' Society be signed by both of the parties.

"It has been further resolved that a copy of these resolutions be sent to the Operative Plasterers' Society, Tuesday, October 21st."

The Operative Plasterers' Society, upon receipt of the foregoing ultimatum, refused to accept the terms laid down by the employers, and on October 22d all the work of plastering controlled by the members of the latter's association was shut down, which action directly involved 1,800 plasterers, the majority of whom were attached to Local No. 25. Some were connected with another subordinate union in Manhattan Borough, known as Local No. 216, while others were members of the Bronx Borough branch No. 43. In addition to these some 800 plasterers' laborers were affected by the lockout. Ere long negotiations were in progress looking to a settlement of the dispute, the employers having announced that an adjustment could not be reached except by arbitration, and they stated that "negotiations tending toward the peaceful settlement of these vexing questions by such method will be gladly welcomed."

Though the journeymen plasterers' organization viewed with favor the suggestion to submit the questions in dispute to arbitration, it gave notice that it could not consistently enter into the plan unless the employers withdrew their ultimatum to decrease the daily wage rate from $5 to $4.50. This proposition was agreeable to the latter, and on November 4th the union decided to refer the matter to a joint committee, consisting of eight union members (six from Local No. 25 and one each from Locals Nos. 43 and 216) and eight members of the Employing Plasterers' Association. Provision was made that in the event of the failure of the board to come to a mutual understanding an umpire was to be selected to settle the differences, his findings to be binding upon both parties. Peace having been restored, business in the trade was resumed within a few days, and the Committee of Sixteen began its consideration of the various points that had caused the conflict. Its labors were completed on December 11, 1902, on which date an agreement was perfected and signed by the representatives of the two associations. It is pleasing to relate that during the five weeks

that the joint board was in session it was not found necessary to call in an umpire, all questions being amicably adjusted by the committeemen themselves.

A brief statement concerning the disposition of the several disputed questions that led to the lockout is presented in the succeeding paragraphs:

Regarding section 9, under "Character of work," it was agreed that where an employer obtains a contract for the entire plastering of a building he is at liberty to sub-let either the plain or ornamental work, but a contractor who is awarded the reserved or special parts is restrained from sub-letting either the plain or decorative portion, he being required to complete the whole of that especial section of the job.

A foreman cannot be suspended or taken from any job until his case has been passed upon by an arbitration committee, consisting of five men from each association. The employers are pledged to hire none but members of the Operative Plasterers' Society, and strikes are permissible against non-unionists and delinquent members of the union. The clause relating to the examination of plans and specifications by the delegates was waived, and in lieu of it one was inserted which provides that "all material used must be the best of its several kinds." To prevent rushing by foremen there is a stipulation that "all work must be done in a thorough, workmanlike manner."

The five sections, under "Scale of work," relating to the amount of labor to be performed by each man, remain intact.

Under "Rules of work" no alteration was made in the first section, providing that plain plastering in buildings shall be executed by non-shop hands, except in cases where shop plasterers are proficient in all branches of the trade. Time allowance of ten minutes is to be accorded to workmen who may be employed above the twelfth story of a building without elevator service. Suitable time is to be granted to members going from one job to another during the noon hour.

City hours and wages are to prevail on country work, and on out-of-town jobs lasting less than two weeks the men are to be allowed expenses for board.

The clause relative to the handling of imported models or castings was not included in the agreement.

During the deliberations of the Joint Arbitration Committee the employers' representatives agreed that all members of their association would raise the rate of pay to $5.50 per day on July 1, 1903.

NEW YORK CITY STEAM AND HOT WATER FITTERS AND HELPERS.

The Enterprise Association of Steam and Hot Water Fitters and the Master Steam and Hot Water Fitters' Association entered into a three years' agreement on August 2, 1900 (see BULLETIN of the Bureau of Labor Statistics, No. 6, for September, 1900, page 232), by the terms of which wages were increased, the Saturday half-holiday was granted during June, July and August, and several important trade rules were put into operation. This compact having expired on August 1 of this year, the Enterprise Association demanded an advance of $1 per day in the daily wage rate—from $4 to $5—and the Saturday half holiday throughout the year. Refusal of the employers' association to assent to this new scale caused a general strike of 675 journeymen on the last-named date. The latter organization made a counter demand that the Enterprise Association sign the arbitration plan of the Building Trades' Employers' Association and admit all non-union men engaged by the employers while the general lockout in the building industry was in progress and during the strike of the steam fitters. Matters remained thus until October 1st, when both sides to the dispute settled the controversy by entering into an agreement, which will be in force until August 1, 1906. The mechanics' wages were raised to $4.50 per day and the Saturday half holiday was conceded for the entire year. The employers agreed to employ none but members of the Enterprise Association in Greater New York, while the latter are bound to work only for members of the Masters' Association in that city. Another provision of importance accepted by the disputants related to the building trades arbitration plan. This section stipulates that "it is further mutually agreed that both parties to this agreement shall sign and abide by the arbitration plan adopted at a conference held on July 3, 1903, between the board of governors of the Building Trades Employers' Association and the representatives of the labor unions, with explanatory clauses as adopted by the above joint conferences on July 9, 1903."

Five hundred members of the Progress Association of Steam Fitters' Helpers also struck on August 1st for increased wages—from $2.30 to $3 per day—and a half day on Saturday. Their strike was settled in October with the concession of the Saturday half holiday and a raise in the daily rate to $2.65.

SARATOGA SPRINGS MASONS AND PAINTERS.

On April 1st, 115 painters and paper hangers, representing fourteen contractors, went on strike for an increase in wages and shorter hours, notice of these requests having been given on January 14th. The strike practically stopped all building operations at Saratoga. Assistant Deputy Commissioner Braniff visited Saratoga April 2, and arranged a conference between the masters' association of paper hangers, painters and decorators and the local painters, paper hangers and decorators' union, said conference to consist of seven persons, namely three representatives of each organization and the seventh man to be the joint choice of all. This committee met and endeavored to come to an amicable adjustment, but was divided on the question of an increase in wages, and thereupon chose as umpire Mr. Robert F. Milligan. An agreement was then drawn up and signed by both sides, the terms of which was as follows: That each working day shall consist of nine hours with the exception of Saturday, which shall consist of eight, and that the men shall receive $2.37½ per day; that the agreement take effect on April 1, 1903, and remain in force for eighteen months, viz., until October 1, 1904; that in case any differences should arise within that time between the men and the employers, such differences shall be adjusted by a committee from each side; that in case they fail to agree, the question to be submitted to a disinterested party.

On April 1st, 30 bricklayers and masons went on strike for an increase in wages, their demand being as follows: "That on and after April 1, 1903, the wages of this union shall be 45 cents an hour, nine hours per day. All work contracted for, prior to this date, January 13, 1903, to be finished at the old scale, 39 cents per hour." Assistant Deputy Commissioner Braniff arranged a conference with the Bricklayers and Masons' Union No. 77 of Saratoga Springs and the Master Builders. Conferences were held and on April 15th an agreement was reached, the employers agreeing to an increase of wages.

UTICA CARPENTERS.

In December of 1902 Utica Local No. 125 of the Brotherhood of Carpenters and Joiners, notified the Master Carpenters' Association of that city that on April 1, 1903, a rate of $3 per day for all carpenters would be insisted on instead of the rates of $2.25 and $2.50 then prevailing. No favorable reply having been received, a strike to enforce the demand was begun on April 1, the 300 employees of 43 firms going out.

During April matters continued at a deadlock between the parties with little prospect of a settlement. The most prominent feature of the dispute in this month was a newspaper controversy in which formal statements were repeatedly issued by both sides, the one justifying its demand for an advance on the ground that cost of living had increased, the other claiming that the wages paid in Utica were as high as in other parts of the State outside of New York city. But early in May a move to settle the dispute was started by a committee of Utica business men. Committees for conference were appointed by each side, and that from the union was given full power to negotiate final terms of settlement. Whether these committees actually met during May or not, is not clearly set forth in the press reports upon which this account is based, but certainly whatever negotiations occurred in that month were fruitless, since in the first week of June the master carpenters resorted to a drastic measure to force an end of the dispute by inducing the dealers in building materials, who were likewise suffering heavily through the strike, to refuse to furnish anyone in Utica with building materials, thereby preventing any contractors outside the Master Carpenters' Association, as well as the strikers themselves, from doing any work. This boycott was instituted on June 5. How long it lasted is not reported. It did not have the effect desired, however, for the dispute continued on into July. Negotiations for a settlement were not given over, however, at least on the part of the union, which offered to accept wages at $2.56 and $2.80 per day instead of $3, but on July 9 this was rejected by the masters' association. The strikers then decided to make no further overtures, and the employers, who had already begun to hire non-union men, announced their intention to continue business with such hands or with such union men as chose to return on the same footing as the new employees.

The deadlock which had thus apparently been reached by the second week in July, was abruptly broken a week later by the termination of the dispute, which was accomplished on July 15, by an agreement to submit the wage question to arbitration. This agreement (printed in full in Section IV) was signed for one year, and provided for an arbitration committee of six members, three from each organization, to settle not only the wage scale then in dispute, but also any differences which might arise during the term of the agreement. It further stipulated that the strikers should return to work as fast as work could be provided for them, but that the union should not discriminate against the men already employed by members of the masters' association, while the masters on the other hand were not to discriminate against union men, and must hire only union carpenters in the future. The decision of the arbitration committee on the wage question which caused the strike, was a compromise which advanced the rates 25 cents, making them $2.50 and $2.75 per day.

WESTCHESTER COUNTY BUILDING TRADES.

The southern part of Westchester county, adjoining the Borough of the Bronx, New York city, forms one of the wealthy residential districts of the metropolis, and as such contains few manufacturing industries of its own. The only local industry of note consists of the trades auxiliary to construction work, and even these are greatly influenced by their proximity to the metropolis, so that they have usually been in advance of other localities in seeking higher wages and shorter hours. The employing builders of Yonkers, Mount Vernon, New Rochelle and other towns in the district (including a few towns in the extreme southwestern part of Connecticut) formed an Interstate Association of Builders, Contractors and Dealers partly for the purpose of presenting a stronger front to the demands of the workmen and in the spring of 1903 when the latter, in nearly every town in the district, started a movement for an advance in wages averaging about 20 per cent and for the Saturday half-holiday (44 hours a week), the employers as a rule declined to grant the concessions. As a result of the disagreement numerous strikes began on the first of April, which lasted into May, June and, in the case of one trade (Yonkers plumbers), to the

middle of August. The earliest settlement was made about May 7th in the small towns in the western and central part of the district, a single form of agreement covering all the building trades in White Plains, Tarrytown, North Tarrytown, Irvington, Dobbs Ferry, Hastings, Pleasantville, Mt. Kisco and vicinity. (See copy of agreement, page 219 below.) In Mount Vernon little work was done until June 1st, when the bricklayers and their laborers and the sheet metal workers resumed work, having won the Saturday half-holiday and a small increase in the wage rate; the plumbers remained on strike until August 10th, when they abandoned their demands. In New Rochelle all the building trades concerned remained on strike until June 15th; in Mamaroneck until June 22d and in Rye until June 30th.

In Yonkers the strike was precipitated by demands for higher wages made by carpenters and plumbers, the former requesting an advance from 41 to 48 cents an hour, and the latter from 41 to 50 cents, with corresponding increase in the rates for helpers. The carpenters' strike was settled June 9th on the terms offered by the contractors, namely, 41 cents an hour until August 1st and 44 cents thereafter. The plumbers' strike was settled on June 19th, the men to receive 44 cents an hour after July 1st. A joint conference committee was established to adjust future differences. Both agreements are reprinted in Chapter IV.

Mount Vernon Building Trades.

In Mount Vernon there is a central organization of workmen engaged in the constructive industry. It is called the Building Trades Council, each trade having a delegate or business agent connected therewith. The employers also have an alliance, known as the Builders and Contractors' Association, made up of committees from the different branches of the building business. At the opening of April a general strike of plumbers was declared because of the refusal of their employers to raise wages from $3.50 to $4 per day. When non-union men in that craft began to take the places of the strikers the Building Trades Council resolved to engage in a sympathetic movement on all jobs where the non-unionists were employed, in order to assist the plumbers' organization to enforce its demands. The union of bricklayers, masons and plasterers has a delegate in

the council, the right to such representation being guaranteed by the constitution of the Bricklayers and Masons' International Union, with which it is affiliated; but in 1902 the local union entered into a two years' agreement with the master builders, among other stipulations binding itself to refer all disputed matters to a joint arbitration board, thus lessening the possibility of a strike in the trade. On one building where non-union plumbers were employed the delegates in the council withdrew all union men, including two bricklayers; but just as that affair had reached adjustment the mason contractor, who belonged to the employers' association, was urged by the latter to dismiss from his service all members of the bricklayers' organization, on the ground that the latter had violated its agreement in that its delegate had called a strike without referring the grievance to arbitration. As a result the workmen were discharged, and on April 11th the union retaliated by ordering its entire membership on strike. This action was probably hastened by the fact that a short while previously a union bricklayer who had come from Tarrytown, where he had struck with his co-workers, and had obtained employment with a Mount Vernon contractor, was discharged, as alleged by the union, because he had taken part in the strike in the first-named place. The employer, however, denied that charge and gave other reasons for the dismissal. Moreover, it was the belief of the union that the employers' association had taken these measures with the intention of impairing the strength of the Building Trades Council. These strained relations continued until the end of May. Officials of the international union then stepped into the breach, and after several conferences with the builders, directed the men to resume work on June 1st, at which time, under the biennial agreement, they received an advance of sixteen cents per day in wages, raising their rate to $4 daily. The agreement, which would have expired on May 1, 1904, was extended to January 1, 1905.

The building laborers' union, composed of Italians, also took part in the strike, and its members returned to work on the same day that the bricklayers began operations. Back in February the laborers asked for an increase of fifty cents per day—from $2 to $2.50—and the Saturday half-holiday, the same to become effective on May 1st. They were granted the reduced

hours and an advance of twenty-five cents per day when they again resumed, but on June 16th they stopped work a second time owing to the employment of several delinquent members as well as some non-union men. In the evening of the 17th the matter was settled by the contractors agreeing not to employ any more non-members and by the union pledging itself, within two weeks, to admit to full membership those already employed.

The Sheet Metal Workers' Union, whose members had been out several weeks to assist the plumbers, retired from the Building Trades Council in April, and when these tinsmiths and roofers went to their employment they received an increase of twenty-eight cents per day—from $3 to $3.28—and the Saturday half-holiday.

In February, 1903, the union of plumbers, gas and steam fitters and helpers notified the employers in that line of trade, who are associated with the Builders and Contractors' Association, that on April 1st it would enforce a new scale of prices—for journeymen $4 per day and for helpers $2.50—these rates representing a daily advance of fifty cents. The employers refused to concede the demand, and on April 1st 60 members of the union—49 mechanics and 11 helpers—went on strike. The dispute continued until June without any progress being made toward a settlement. Then the employers offered a compromise. They proposed that the striking workmen return to their employment at the old wage rates until September 1st, on which date they promised to increase the pay 25 cents per day; that on January 1, 1904, an arbitration committee consisting of an equal number of members from the two associations be appointed to determine upon a scale of wages, which should become effective on the first of the succeeding July, and in the event of these arbitrators being unable to agree they to be empowered to select an umpire, whose ruling should be final and acceptable to both sides. The union men, in reply, said they were willing to return to work at the rates which prevailed when they struck and wait until September for a raise of 25 cents a day, but declared they could not accept the proffer because of the very important reason that they would not work with several non-unionists who had taken some of their places in the early stages of the dispute, and whom the employers declined to dismiss from

their service; and secondarily they were apprehensive that if in midwinter the question of wages were referred to an umpire he might decide upon a reduction of their compensation instead of increasing it or allowing it to remain in a stationary condition. Thus the matter stood until August 10th, when the union declared the strike off, and the 40 men—29 journeymen and 11 helpers—who were then out returned to work at the rates they received prior to the beginning of the controversy. It is reported by the union officials that 40 of the workmen who took part in the dispute were idle during its entire duration, 10 obtained employment elsewhere and did not lose any time, 5 worked about three-fourths of the time, and 5 seceded from the union, these latter having also been unemployed a quarter of the time. The union complains that several of its members who had secured positions in nearby towns while the trouble was pending were discharged at the instigation of the employers' association in those places when it was learned that they had been involved in the Mount Vernon strike.

On April 26 the members of the United Brotherhood of Carpenters and Joiners employed in three woodworking mills were locked out upon their refusal to return to the nine-hour working day. Up to that date they worked forty-four hours a week and the employers wanted them to labor fifty hours. The dispute was referred to the Arbitration Board of the New York City Building Trades.

Last February the two subordinate branches of the United Brotherhood of Carpenters and Joiners submitted to the building contractors a demand for an increase of wages from $3.28 to $3.76 per day for outside men. Five firms, employing forty carpenters, conceded it, but the members of the Builders and Contractors' Association refused to grant the advance, so a general strike was declared on May 4th.

New Rochelle Building Trades.

On December 26, 1902, the Building Trades' Council of New Rochelle adopted the following scale of wages and hours of labor which were to take effect the first day of May, 1903: Forty-four hours to constitute a week's work, eight hours on each of the first five days and four on Saturday; carpenters to be advanced from $3 per day to 45 cents per hour; painters from $3 to 41 cents;

masons, bricklayers and plasterers from $3.50 to 52½ cents; hod carriers, $2.25 to 33 cents; senior plumbers, from $3.50 to $4 per day; junior plumbers, $2.25 to $2.50; senior tinners, $3 to $3.28; junior tinners, $2 to $2.25; lathers, $3.50 to $4; all men running wood-working machinery, $17 per week, with hours reduced from 50 to 44 weekly. All men to be paid every week on the job, not later than quitting time. Double time to be paid for all time after 5 p. m. and before 8 a. m. and no work to be done between 12 noon and 5 p. m. Saturday. On February 23, the Building Trades Council received a letter from the Builders and Contractors' Association, stating that conditions in the building trades did not warrant any material increase in wages, nor any reduction in the hours of labor, but in order to avoid a cessation of work then in progress, the following proposition was submitted: Fifty hours to constitute a week's work for all mill hands, nine hours for the first five days, and five hours on Saturday; forty-four hours to constitute a week's work for all other branches, eight hours for the first five days, and four hours on Saturday; carpenters to receive 41 cents per hour; painters 41, senior and junior plumbers 45 and 32, masons 47¾, hod carriers 30¾, lathers $2.25 per 1,000, or 47½ cents per hour, senior and junior tinners 41 and 30, machine and bench men in mills, 36 cents per hour. Time and a half for all overtime, including any work that may be necessary on Saturday afternoon. Wages to be paid weekly and each branch of the trade to arrange with its own employees, as to when and where payment shall be made. All the above to go into effect, May 1, 1903, and to continue in force for one year from said date. While this proposition did not concede what the employees demanded, it offered an increase in the hourly rates of wages and a reduction in working time, as compared with the scale then in force. On March 21 a conference was held between representatives of the Building Trades Council and the Builders and Contractors' Association, where the course of referring all grievances to an arbitration committee was proposed and rejected by the Trades Council. Accordingly on April 1 all building operations in and around New Rochelle came to a complete standstill, and about 400 workmen were made idle. After the strike was declared a few men from other cities went to New

Rochelle seeking employment, but when the strikers' pickets explained the situation, they quietly left the city. As arbitration had been rejected, and both sides were indisposed to make any concessions, matters remained unchanged until June 15, when, after ten weeks of idleness, the United Brotherhood of Carpenters voted to return to work pending an adjustment of the wage scale, which was to be completed within two weeks, by a joint committee from the union and the employers. At the same time all the other men returned to work at the scales which prevailed before the strike.

XIII. TRANSPORTATION.

BUFFALO MARINE FIREMEN, OILERS, ETC.

The marine firemen, oilers and water tenders employed on the great lakes went on strike April 1, 1903, owing to failure to satisfactorily adjust wages with the Lake Carriers' Association. While this strike was general in character, affecting the whole navigable territory of the Great Lakes, the State of New York was vitally affected by the suspension of navigation at the port of Buffalo, where the men on strike were organized in a union with a membership of approximately 4,500. While the employers made constant and persistent efforts to open and continue navigation, such efforts were uniformly failures except in isolated cases.

Matters became so serious that Hon. Erastus C. Knight, Mayor of Buffalo, addressed communications to the general officers of the Lake Carriers' Association and the International President of the Longshoremen and Marine Transport Workers' Association, strongly urging a settlement of the existing strike and recommending arbitration of existing differences. The president of the Lake Carriers' Association replied by insisting that the men on strike should first resume work, after which matters necessary to be passed on by arbitration would be taken up by the executive committee. It appears the men on strike were willing to arbitrate the questions in dispute but insisted that settlement be had before resuming work. In line with the mayor's suggestion, conferences were held at Buffalo between officers of Lake Carriers' Association and international and local officers and committees

of the men on strike on April 17, resulting in a settlement of all differences existing and providing for settlement by arbitration of those which may arise. (See Agreement No. 22 in Chap. IV.)

The settlement was in the nature of a compromise, providing for an increase from $45 per month to $47.50 up to October 1 and $65 per month from October 1 until close of navigation.

NEW YORK CITY, MANHATTAN, ELEVATED RAILWAY EMPLOYEES.

For some time previous to April 16th general dissatisfaction appeared to exist among all classes of employees on the elevated railroad system, except the motormen, engineers and firemen, who some time previous had perfected a satisfactory schedule.* This feeling crystallized when practically all of said employees formed a local organization of the Amalgamated Association of Street Railroad Employees, A. F. of L. Inasmuch as this property was to change management on April 1 negotiations were deferred until then, when the property became known as the Inter-Borough Railway Company. The employees in the meantime having prepared a schedule of requests or demands promptly presented them to the new management, with the result that the management promulgated a new wage schedule which carried with it a slight increase varying from five to twenty cents per day. After several conferences and much discussion the employees decided not to accept the offered increase unless a nine-hour day was granted. This was refused and a mass meeting of the union was called for April 16th at which time the men voted on the question as to whether or not a strike should be ordered to enforce their demands, one of which—the nine-hour day—was made practically an ultimatum. An overwhelming majority voted to strike and, inasmuch as this vote must be approved of by the executive board of the international organization, efforts were made by President Mahon, the Civic Federation, and Mr. Lundrigan of the State Board of Mediation and Arbitration to re-open negotiations. It was found that the way for this was paved by Superintendent Bryan having conceded several other requests and demands not provided for in the original schedule granted by the employers. A conference was held between Superintendent Bryan and Mr.

*See Annual Report of 1902, p. 144.

John D. McDonald for the employers and President Mahon and the local committee for the union on April 17th, which resulted in a compromise granting practically all of the demands of the men excepting the nine-hour day. A special meeting of the union was called and the new agreement ratified Monday evening, April 20th, and the former vote to strike rescinded.

NEW YORK HARBOR ENGINEERS.

Some 190 members of the Consolidated New York Marine Engineers' Benevolent Association No. 33, employed on the boats of the New York, New Haven and Hartford Railroad Company, Long Island Railroad Company, Baltimore and Ohio Railroad Company, New York, Lake Erie and Western Railroad Company, Lehigh Valley Railroad Company, and Central Railroad Company of New Jersey in April demanded an increase in their monthly wages, to take effect on May 1st. They were receiving from $95 to $110 and they asked for a flat rate of $125. Their hours of labor, as reported by the union, were as high as seventeen daily, and they wanted a twelve-hour working day, or seventy-two hours in a week of seven days, requiring additional pay for all overtime work. Payment by the companies of necessary traveling expenses to men required to leave or join their boats at other than regular shifting points was also requested by these harbor engineers, who likewise urged the adoption of a uniform regulation in regard to meals. The questions in dispute were referred to arbitration on April 30th, Thomas C. O'Sullivan being chosen by the engineers and W. I. Babcock by the railroad corporations. These arbitrators were unable to agree upon terms of settlement, and on June 11th they selected Andrew Fletcher, Jr., as umpire. The decision of the board was rendered on June 20th, the main award consisting of a compromise as to wages, which were fixed at from $105 to $120 per month. The full award is presented below.

Findings and Award of the Board of Arbitrators Appointed Pursuant to Agreement of April 30, 1903, between the New York, New Haven and Hartford Railroad Company, Long Island Railroad Company, Baltimore and Ohio Railroad Company, Erie Railroad Company, Lehigh Valley Railroad Company, and Central Railroad Company of New Jersey, and the Marine Engineers Employed in the Tug and Lighterage Service of Said Roads:

Concerning the said arbitration, we, W. I. Babcock and Thomas C. O'Sullivan, to whom the questions to be decided between the parties

hereto were submitted, in conjunction with Andrew Fletcher, Jr., selected as umpire by the arbitrators, make the following report:

That on the fourteenth and fifteenth days of May, 1903, at the office of the Central Railroad Company of New Jersey, at Liberty and West streets, New York City, W. I. Babcock and Thomas C. O'Sullivan being present as arbitrators, and Charles M. Hough, Esq., appearing for the railroads, and Otto T. Hess, Esq., appearing for the marine engineers, testimony concerning the subjects submitted was taken. Documentary and oral testimony was submitted both by the railroads and several engineers in the employment of the respective roads. There was also testimony presented by various roads through the superintendent of their tug and lighterage service. The witnesses on both sides were examined and cross-examined concerning the details of service, the hours of employment and the compensation for such employment.

The history of each particular service was investigated in order to determine what particular remedies could be applied to any grievance complained of concerning the matters submitted to the arbitrators. Both the representatives of the railroads and the witnesses for the engineers were called upon to suggest any method deemed by them proper to apply to existing conditions for the betterment of the employees. No methods were suggested and no remedies brought forward by the witnesses, but the arbitrators were left to determine from the testimony taken the proper remedies to be applied, without suggestions of any kind or character by the representatives of the roads or the engineers in their employment.

Having taken 359 pages of typewritten testimony, together with a great quantity of documentary evidence, the arbitrators proceeded to a consideration of the testimony, which consideration by them continued over a period of time extending from the 15th of May up to and including the 11th of June, 1903, on which latter date the arbitrators called in as umpire Mr. Andrew Fletcher, Jr., who, with the arbitrators, reviewed the testimony and every feature of the matters submitted for arbitration. Every point at issue between the parties hereto was carefully considered by the said umpire and the arbitrators, the conditions of service, compensation therefor and every character of grievance referred to, or complained of, in the testimony taken by the arbitrators.

With a desire to do complete and exact justice between the roads and their employees, the arbitrators and the umpire, while acknowledging the peculiar difficulties attending the character of marine service here considered, believe that, as the boats are in continuous service, night and day, and it is inadvisable to have more than two regular engineers to each boat, each of whom is therefore on duty at least twelve hours each day, there should be some improvement in regard to days off. It has been the object of the arbitrators and the umpire to make such equitable provision regarding that point as would be of advantage to the men without entailing injury to the service.

Finding it impossible from this last view of the question to grant the demands made by the engineers with regard to diminished hours of service, the arbitrators and the umpire have decided in favor of an increase of compensation to the engineers in practically every department of the service, and have also deemed it proper, and have decided accordingly, to

allow the engineers in the service here considered two days off in each month, together with a vacation of seven days each year with full pay to the engineers for said days off and vacation.

The arbitrators and the umpire also decide that, when a man shall be required to leave or join his boat at other than the regular shifting point, proper transportation shall be allowed.

The question of meals has not been considered by the arbitrators and the umpire; the schedule of wages hereinafter set forth is upon a flat basis, leaving the question of meals to the settlement of the parties hereto.

Upon all the matters considered by the arbitrators and the umpire, they deem the following to be a fair and equitable settlement of the questions submitted and have awarded as follows:

WAGES.

1. Engineers of boats having compound or multiple expansion engines with low pressure cylinder 36 inches or over in diameter—day, $120 per month; night, $115 per month.

2. Compound or multiple expansion engines with low pressure cylinder under 36 inches in diameter—day, $115 per month; night, $110 per month.

3. Single cylinder engines—day, $110 per month; night, $105 per month.

These rates to be flat.

The question of meals and payment for same to be mutually agreed upon between each company and its own men.

No reduction to be made in these rates when a boat is laid up for repairs or otherwise, if the engineer is retained on board.

TRANSPORTATION.

The companies are to allow the cost of necessary transportation from the regular reporting point to the boat and from the boat to the regular reporting point when the shift of crews is made elsewhere than at the regular reporting point. The companies shall also allow the excess cost of transportation to and from a boat undergoing repairs over the usual cost of transportation to and from the regular reporting point.

DAYS OFF.

Two days off in each month and one week's vacation in each year shall be allowed each man without reduction in pay. In case a man shall be required to perform duty on any such days, then he shall be allowed double pay for each day.

This award shall go into effect as of May 1, 1903. The days off to which the men are entitled proportionately up to the present date shall be allowed during the remainder of the year at such times as may be mutually agreed upon between each company and its own employees.

New York, June 20, 1903.

ANDREW FLETCHER, JR., *Umpire.*
W. I. BABCOCK, *Arbitrator.*
THOMAS C. O'SULLIVAN, *Arbitrator.*

The Marine Engineers' Association informs the Department that at the time the men in the employ of the railroad companies made their demands 1,300 engineers on other river and harbor craft also asked for an advance of from 10 to 15 per cent in wages, raising the average to $95 per month, with board. This was conceded to all but 150, who stopped work on May 1st. On September 18th all but 35 of these latter had obtained positions in their trade in the metropolitan harbor. About 400 fire-

men, oilers and coal passers also struck work in sympathy with the engineers.

While the controversy was at its height the licenses of eight marine engineers who had left their employment were revoked by local inspectors of steam vessels, under a United States statute which provides that "if any licensed officer shall, to the hindrance of commerce, wrongfully or unreasonably refuse to serve in his official capacity on any steamer, as authorized by his certificate or license, or shall fail to deliver to the applicant for such service at the time of such refusal, if the same shall be demanded, a statement in writing assigning good and sufficient reasons therefor * * * his license shall be revoked upon the same proceedings as are provided in other cases of revocation of such licenses." The Chief Supervising Inspector, to whom the matter was appealed, reversed the decision of the local inspectors in four cases and returned the licenses, while in the other four cases the action of the New York inspectors was sustained, but afterward, it was reported, the four engineers whose licenses were taken away were re-examined and new licenses granted to them.

NEW YORK CITY (MANHATTAN BOROUGH) TEAMSTERS.

In the first week of May, 1903, 2,400 members of the Truck Drivers' Protective Union of Manhattan Borough began a strike for an increase of wages and a reduction of labor hours. The dispute affected 175 contracting concerns. Up to May 1st the rates paid were $1.50, $1.75 and in a few instances $2 per day, while the working time varied from 12 to 14 hours daily. The truckmen wanted a uniform wage of $2.25 per diem and a 10-hour working day. Within a few days after the strike had been declared it was decided to accept a compromise as to hours, the union agreeing with 53 establishments having 1,000 employees to make the working day 11 hours, and the employers guaranteed the payment of $2.25 per day. The 1,400 drivers in the employ of the other 122 contractors remained idle until June 13th, when they decided to return to work pending arbitration.

On the first of May the Building Material Dealers' Association of New York City, which includes nearly all of the employers in the business of supplying and delivering building material

in Greater New York, locked out all the union drivers in their employ, as a consequence of the previous presentation of a demand, on the part of the union, for a new schedule of working conditions, including a request that only members of the union be employed as drivers. The lockout had the effect of suspending virtually all building operations in progress at the time. After repeated but unsuccessful efforts on the part of the United Building Trades Council (with which the locked out union was affiliated) to bring about a settlement of this lockout, a contention developed in the Building Trades Council itself which resulted in the major portion of the so-called mechanical trades withdrawing from the council and instituting a separate board, which excluded the team drivers or at least refused to support the objectionable features of their demand, i. e., that none but union men be employed. The lockout terminated June 13th by the union withdrawing its demands; but building operations were not resumed for reasons set forth in the account of the building trades' dispute above (page 137).

OGDENSBURGH LONGSHOREMEN.

On May 11th the Board of Mediation and Arbitration received a request from the secretary of the local lodge of longshoremen at Ogdensburg to send a representative to that city, in connection with the expected visit of International President Daniel J. Keefe. In response to this request Deputy Commissioner Lundrigan arrived at Ogdensburg on the 15th, and after conferring with International President Keefe and the local committee of the longshoremen's union, learned that it was desired to re-open negotiations looking to a settlement of the longshoremen's strike which had occurred two years previous on the docks of the Rutland Transit Company and which had never been settled, although the places of the men had practically been filled.* He conferred with the representatives of the employers and employees and suggested a conference between Superintendent Owens of the Rutland Transit Company and Mr. Keefe and the committee of the local union, which was held on May 15th. As a result of the conference the men returned to work; but the terms and conditions under which they resumed work have not been made public.

*Annual Report of 1901, p. 72.

TROY AND GREEN ISLAND FREIGHT HANDLERS.

On May 26th all of the freight handlers employed by the Delaware and Hudson and New York Central and Hudson River railroads at Troy and Green Island—about eighty in number—went on strike for increase in wages from $1.50 to $2 per day. Negotiations were conducted by committees representing the employees' union and the officials of the railroad companies until May 31st, at which time negotiations were broken off and the railroad officials attempted to fill the places of the strikers. Mr. Lundrigan visited Troy June 1st and, after conferring with the representatives of the employees and the superintendent of the Delaware and Hudson Railroad freight house, succeeded in securing a proposition from the superintendent that practically all of the men would be re-employed at an increase of 10 per cent, provided they reported for work individually the following morning. The men apparently accepted this arrangement and reported for work; but, owing to some misunderstanding, they failed to secure re-employment. On June 2d, Mr. Lundrigan held another conference with both parties to this difficulty and succeeded in straightening out the misunderstanding between the Delaware and Hudson Company and the strikers, with the result that they returned to work on the morning of June 4th, making individual application. A conference was also had with Superintendent Williamson of the New York Central freight house of Green Island and Troy and a meeting arranged for between Mr. Williamson and a committee of the men on strike, at which the trouble was discussed in detail, with the result that Mr. Williamson proposed that the men return to work under the conditions existing before the strike with the assurance that in the near future a tonnage system of handling freight would be instituted and that this system would result in bringing the wages of the men up to the increase granted by the Delaware and Hudson. In both instances formal recognition of the union was dispensed with and it was understood that should the men decide to return to work they must make individual application for re-employment. The committee submitted the proposition of Mr. Williamson to a meeting of the men the evening of June 2d, with the result that the men decided to accept the conditions and return to work, beginning June 4th.

TROY TEAMSTERS.

The teamsters in Troy went on strike on April 1st for increase in wages and recognition of their union, and Deputy Commissioner Lundrigan tendered the services of the Board of Arbitration, but they were not necessary, as the strike was practically settled on April 2d, with conditions satisfactory to the men on strike.

Part IV.

Joint Trade Agreements.

JOINT TRADE AGREEMENTS.

The following pages reproduce thirty joint trade agreements signed in this State in the period covered by this report. Twenty of these agreements terminated strikes or lockouts described in chapters II and III, while the remaining ten were adopted without interruption of work. The agreements are arranged in three groups: Building Industry (17), Transportation (5), Miscellaneous (8). The arbitration agreement in the building trades of New York City has already been printed in the preceding chapter (page 150).

BUILDING TRADES.

(1) NATIONAL AGREEMENT IN THE CARPENTERS' TRADE.

[The following text contains part of the umpire's findings in the dispute between the United Brotherhood and the Amalgamated Society of Carpenters and Joiners, together with the trade agreement to govern the two associations in 1904, pending their amalgamation January 1, 1905. See description of carpenters' dispute in New York City, April 1-May 28, in Table I, page 56, and Chapter III, page 160.]

DUES AND BENEFITS.

The membership shall be classified as follows: Division A, paying 35 cents weekly; Division B, paying 20 cents weekly; Division C, paying 15 cents weekly; Division D, paying 10 cents weekly.

The initiation fees now prevailing in both organizations shall remain in force until amended.

Division A—Strike and Lockout Benefits.—Any member having contributed 35 cents weekly, for a period of six months, engaged in a strike or lockout, duly authorized and approved by the general executive board of the U. B. shall be entitled to the following benefits: For the first 15 weeks, $5 per week; for the second 15 weeks, $3 per week; for the third 15 weeks, $2 per week.

Members in good standing for a period of three months, engaged in an authorized strike or lockout, shall be entitled to the following benefits: For the first 30 weeks, $3 per week; for the following 15 weeks, $2 per week.

Division A—Sick Benefit.—Any member having contributed a weekly due of 35 cents for the period of one year shall be entitled to the following sick benefits: For the first 15 weeks, $4 per week; for the second 15 weeks, $2 per week. No member shall be entitled to more than 30 weeks' sick benefits in any calendar year; nor shall the second calendar year benefit commence before two months shall have elapsed from the payment of the last benefit.

Division A—Out-of-Work Benefit.—Any member having contributed a weekly due of 35 cents, for a period of two years, shall be entitled to the

following out-of-work benefit: For the first 12 weeks, whether continuously or periodically, $3 per week; for the second 12 weeks, whether continuously or periodically, $2 per week. But no member shall be entitled to more than $60 out-of-work benefit in any calendar year; nor shall any benefit be paid during the months of January and December.

Division A—Funeral Benefit.—Any member having contributed a weekly due of 35 cents for the period of one year shall be entitled to a funeral benefit of $100; any member having contributed the same dues for a period of five years shall be entitled to $200; any member having contributed the same dues for a period of six months shall be entitled to $30; any member having contributed the same dues for a period of two years shall be entitled, on the death of his lawful wife, to a sum of $40. No member shall be entitled to draw this benefit more than once.

Division A—Accident or Disability Benefit.—Any member having contributed a weekly due of 35 cents for a period of two years shall be entitled to the following accident benefits: Totally disabled, $700; partially disabled, $350; temporarily disabled, $175.

Division A—Superannuation Benefit.—(*Pension for Life.*) Any member having contributed a weekly due of 35 cents for a period of 25 years shall be entitled to $2.50 per week during his natural life. Any member having contributed the same dues for a period of 18 years shall be entitled to $2 per week.

Division A—Tool Benefit.—Any member having contributed a weekly due of 35 cents for a period of one year, shall be entitled in case of loss of his tools by fire, water or theft to a sum not exceeding $100; any member having contributed the same dues for a period of six months shall be entitled to a benefit not exceeding $30.

Division B, paying 20 cents weekly, shall be entitled, under the same rules and restrictions, to the same scale of benefits as Division A, as follows: Strike and lockout benefits, sick benefits, funeral benefits, accident or disability benefits, tool benefits. But no member of Division B shall be entitled to any out-of-work benefits, nor to any superannuation or pension benefits.

Division C, paying 15 cents weekly.—Any member paying 15 cents weekly dues shall be entitled to the same benefits and be subject to the same rules and restrictions as now provided for by the constitution of the United Brotherhood of Carpenters and Joiners of America.

In addition to the above, Division C shall be entitled in case of a strike or lockout duly authorized and approved by the general executive board of the U. B. to the following benefits: For the first 15 weeks, $3 per week; for the following 30 weeks, $2 per week.

Division D, paying 10 cents weekly.—Carpenters over 50 years of age becoming members, and aprentices paying the above amount, shall be entitled to the following benefits: Funeral allowance of $50. In case of an authorized strike or lockout to the following benefits: For the first 15 weeks, $3 per

week; for the following 30 weeks, $2 per week. No member of Division D shall be entitled to any strike or lockout benefits unless he has been a contributing member for at least three (3) months.

GENERAL RESERVE FUND.

On and after January 1, 1905, the U. B. of C. and J. of A. shall establish a general reserve fund, held in trust by local unions under the jurisdiction of the U. B. of C. and J. of A. as a guarantee for the payment of all benefits provided for in the constitution. It shall be as follows: For every superannuated member, $50; for every member paying 35 cents weekly, $12.50; for every member paying 20 cents weekly, $10; for every member paying 15 cents weekly, $6; for every member paying 10 cents weekly, $3. Whenever the general reserve fund shall fall below the amounts per capita provided for in this section it shall be the duty of the general executive board of the U. B. to levy an assessment of not more than 25 cents weekly until the deficiency shall have been restored.

Upon the amalgamation of both organizations on January 1, 1905, the American District of the A. S. of C. and J. shall pay into the general reserve fund the following amounts: For every superannuated member, $50; for every beneficial member in good standing over one year paying 35 cents weekly, $12.50; for all members paying 35 cents weekly in good standing less than one year, $7.50; for all trade section members and juniors, $2.50.

The United Brotherhood of Carpenters and Joiners of America shall pay into the general reserve fund the following amounts: For every member in good standing for a period of one or more years, $7.50; for every member in good standing less than one year, $5; for every semi-beneficial member, $2.50.

EQUALIZATION OF FUNDS.

The general secretary shall within three months after the close of the fiscal year publish in the official journal the annual financial report. The annual report shall be compiled from the monthly reports returned by the financial secretaries of local unions.

The general secretary shall equalize every three years the funds held by local unions and establish the per capita fund each union is entitled to. He shall then direct the unions having expended less per capita for the benefits provided for in the constitution to remit to those unions having expended a larger amount until each union shall have its respective share.

Whenever the funds of a local union become exhausted by legitimate expenditure for the benefits provided for in the constitution the general executive board, upon receipt of notice thereof, shall direct any other union to remit such amounts as may be deemed necessary.

All funds of local unions exceeding the following scale shall be deposited in State savings banks and national banks in the name of the union and three trustees: Unions numbering 25 members or less, all amounts over $25; 50 members or less, all amounts over $35; 100 members or less, all amounts over $75; 250 members or less, all amounts over $100.

The loss sustained by the failure of any bank shall be considered a legitimate expense by any local union; no local union shall be held responsible for such loss.

Local unions shall be held responsible for any defalcation or embezzlement of their officers. Any loss sustained in this manner must be replaced within six months by local assessments. Defaulters and embezzlers must be prosecuted criminally.

The general secretary of the American District of the A. S. of C. and J. shall be, commencing January 1, 1905, assigned to the position of first assistant of the general secretary in the general office of the U. B. for a term of three years, at a salary of not less than $25 weekly. Part of his duties shall be to prepare blanks for monthly reports, uniform system of bookkeeping and to enter all monthly reports in books provided for the purpose and assist in issuing the annual report.

Three months prior to amalgamation the branches connected with the American District of the A. S. of C. and J. shall elect by popular vote a general organizer, who shall hold said office, commencing January 1, 1905, for a term of two years. He shall receive the same salary and expenses as other organizers of the U. B. His principal duty shall be to educate the members on the necessity of high dues and benefits, thus maintaining the efficiency of the U. B. in times of depression in the trade.

The general executive board of the U. B. shall enter into communication with the Amalgamated Society of Carpenters and Joiners of Great Britain and the national unions of Continental Europe, with a view to arranging the exchange and acceptance of traveling cards of all union carpenters of the civilized world.

The plan of amalgamation hereby submitted should be referred to the next conventions of both organizations to be held in 1904 for discussion, both conventions then to submit the same to a popular vote of the members for ratification.

All differences arising about the interpretation of any section or parts of the same in reference to the plan of amalgamation and trade agreement shall be referred to the umpire rendering this decision for final settlement.

TRADE AGREEMENT.

This agreement shall remain in force for one year, commencing January 1, 1904.

I. Each branch of the A. S. of C. and J. shall pay a per capita tax of not less than 5 cents nor more than 25 cents per member per month to the district council of the U. B. of C. and J. to which it is affiliated for every member in good standing on the books. Locals of the U. B. shall pay the same amount.

II. In places where no branch of the A. S. of C. and J. exists every member of said organization working in such districts shall pay to the nearest local of the U. B. 25 cents per month for a working card and comply with all trade rules of the district. For violation of any rules he shall be subject to fines and penalties, payable into the fund of the district council or local union.

III. One-half of all fines for violation of trade rules imposed by district councils where a branch of the A. S. of C. and J. is represented shall be payable into the treasury of the district council. The other half to be retained by the branch or union to which the member belongs.

IV. Any branch or members of the A. S. of C. and J. violating the trade rules of a district in which there is a district council of the U. B. shall be

tried by that body, and if found guilty on a secret ballot by a two-thirds vote of the members present shall be punished in accordance with the rules to be adopted by the district council in the month of January, 1904. No appeal shall be permissible from any judgment rendered to a higher tribunal prior to the complete amalgamation of both organizations.

V. Any question affecting a change of wages or hours of labor, etc., under the jurisdiction of any district council shall be submitted to a popular vote of all union carpenters represented in the same, and if approved by a two-thirds majority on a secret ballot, shall be binding upon all branches, unions and members.

VI. On the last Saturday in December, 1903, a joint district council shall be organized in all cities and towns where the U. B. has locals and the A. S. has branches, for the regulation of wages and hours and for the adoption of other rules necessary for the protection of the trade.

VII. On and after January 1, 1904, all traveling cards issued by the A. S. shall be recognized by the U. B., pending complete amalgamation.

VIII. The district council shall have power, by a two-thirds vote on roll call, to levy assessments, not exceeding one dollar weekly, three months prior to a contemplated strike or lockout; and pending an authorized strike, on every working member represented in the district council for the management of strikes and lockouts and for the payment of benefits; the benefit not to exceed four dollars weekly.

IX. The A. S. of C. and J. shall have equal representation, in proportion to membership represented in the district, on all committees conferring or arbitrating with employers about the regulation of wages, hours, employment, trade agreements, etc.

X. Each organization shall deposit as a guarantee for a faithful compliance of the trade agreement the sum of $25,000 in savings banks, bearing interest, as follows: In the city of Indianapolis, Ind., $5,000 each; in the city of Chicago, Ill., $5,000 each; in the city of Cleveland, Ohio, $5,000 each, and in the city of New York, $10,000 each. The amounts to be deposited in the names of the president, secretary and treasurer of the American Federation of Labor as trustees of said guarantee fund. All amounts must be deposited prior to January 10, 1904.

XI. All claims for damages shall be filed within thirty days after the commission of any act by either party in violation of trade rules and trade union principles in general with the general officers of each organization. A copy of the same shall be filed with the president of the A. F. of L.

XII. A court of claims composed of two representatives from each organization, who shall select an umpire, shall convene on the second Monday in December, 1904, at the city of Cleveland, Ohio, for the settlement of all claims, which shall be final. The awards to be paid within ten days from the guarantee fund deposited in the banks.

(2) GENERAL AGREEMENT IN THE STRUCTURAL IRON WORKERS TRADE.

[Terminating strikes in Albany and elsewhere against reduction of riveting gang from four to three men; see Table I, page 32.]

Eight hours shall constitute a day's work in localities where it is now the prevailing custom to work eight hours. In other localities nine hours shall constitute a day's work; this, however, may be subject to arbitration.

Time and half-time will be allowed for time worked in excess of the hours fixed upon as constituting a day's work for one shift, except as follows: On Sundays throughout the year, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, or the days observed as these holidays, double time will be allowed for any time worked within the twenty-four hours constituting a calendar day. No work shall be performed on Labor Day except in case of dire necessity when the property of the employer is in jeopardy and the service of the men is required to place the same in a safe condition; double time will be paid for any time worked on Labor Day. Only straight time will be allowed for time worked on Saturday afternoon, but a half-holiday Saturday afternoon without pay may be granted by arrangement between the employer and workmen.

When two separate shifts are employed on the same piece of work each shift will be paid the regular prevailing rate of wages per hour. Hours for each shift may be arranged between the employer and workmen as may be most advantageous, but the hours of employment of each shift will not be less than the hours fixed upon as constituting a day's work.

Workmen will be paid every two weeks upon pay days to be fixed by the employer, except in localities where it is required by law and where it is the prevailing custom to pay weekly.

It will be the general custom to withhold not more than one week's time, to enable the employer to prepare the rolls, etc.

When any workman is discharged or laid off he shall be paid in full within twenty-four hours.

When a workman leaves the service of an employer of his own accord he will receive the pay due him at the next regular pay day.

There shall be no restriction or discrimination on the part of the workmen as to the handling of any materials entering into construction of the work upon which they are employed.

There shall be no limitation placed upon the amount of work to be performed by any workman during working hours. There shall be no restriction as to the use of machinery or tools or as to the number of men employed in the operation of same.

There shall be no restriction whatever as to the employment of foremen.

There shall be no sympathetic strikes called on account of trades' disputes.

No persons other than those authorized by the employer shall interfere with workmen during working hours.

The employer may employ or discharge, through his representative, any workman as he may see fit; but no workman is to be discriminated against an account of his connection with a labor organization.

There shall be no discrimination against, interference with or fines imposed upon foremen who have been in the service of the employer during the time of strike.

Apprentices to learn the trade may be employed in proportion of one apprentice to every seven bridgemen and such apprentices shall serve on erection work for a period of not less than six months before being eligible for membership in a labor organization or before receiving the rates of wages agreed upon for members of such organization. No man shall be employed as an apprentice whose age is over thirty years. The apprentices

shall perform such duties as may be assigned to them by the foreman in charge.

Laborers may be employed for unloading and handling materials in yards and storage points and for removing materials from such yards or storage points to the site of the work.

Such work as the framing of falsework and travelers, the framing and placing of wooden decks (ties and guard-rails) and all woodwork on mill buildings, painting of structural steel and iron work, and placing and adjusting of operating machinery in draw bridges and machinery in other structures may be performed by such men as the employer may select.

In cases where misunderstandings or disputes arise between the employer and workmen, the matter in question shall be submitted to arbitration locally, without strikes, lockouts, or the stoppage of work, pending the decision of the arbitrators.

Effective to January 1, 1905.

N. F. LOFLAND,
FRANK BUCHANAN,
H. F. DONNELLY,
ROBERT E. NEIDIG,
DANIEL SCANLAN,
J. W. JOHNSTON.

(8) ALBANY BUILDING INDUSTRY.

[The following form of agreement covering carpenters, masons, painters and paperhangers, plumbers, steam and gas fitters, roofers and sheet iron workers, and structural iron workers was signed by certain contractors in the Master Builders' Exchange. Other contractors, belonging to the Master Builders' Association, were not signatories.]

The undersigned party of the first part, as hereinafter specified as contractors and builders, enters into the following agreement with the Building Trades Section of the Central Federation of Labor, of Albany, N. Y., parties of the second part:

FIRST. That the party of the second part shall not order any strike, except as hereinafter provided, against the party of the first part. Nor shall any number of men connected with the party of the second part leave the work of any contractor or builder of the first part, before the matter in dispute between them shall have been brought before, heard and decided by the Joint Arbitration Board, hereinafter provided for, except in cases where the said Joint Arbitration Board shall not have rendered a decision within five days after the matter in dispute shall have been submitted to it.

SECOND. There shall be an arbitration board selected within ten days after the execution of this instrument, consisting of an equal number as shall be agreed upon by the parties of the first and second part, as subscribers to this agreement. In the event of the failure of the joint arbitration board to reach an agreement on any matter submitted to it, it shall by agreement select an umpire, whose decision shall be final and binding upon both parties.

THIRD. The representatives of each party hereto, selected to constitute the Joint Arbitration Board, shall select from their number a chairman and either of said chairmen shall have the power to call a meeting of the Board, by giving a notice in writing, in person or by the United States

mail, of not less than twenty-four hours' notice to each member of said board.

FOURTH. That there shall be a special meeting of said Joint Arbitration Board on the first Tuesday in December, next following the execution of this agreement, to consider the question of hours of labor, wages and any other question which may arise, and any decision or agreement made with regard thereto, shall become binding and effective on the first day of May, 1904, for the ensuing year commencing on said date.

FIFTH. That when work is commenced on a building by members of the party of the first part, or other contractors or builders, who are declared fair by the parties of the second part, at the time of the awarding of the contract and the commencement of the work, said work shall be continued and completed as long as there shall remain one or more members of the party of the first part at work thereon, who shall continue fair as declared by the party of the second part.

SIXTH. The party of the second part reserves the right to suspend work on all buildings or structures where the work was commenced with a contractor declared by them to be unfair.

SEVENTH. It is further agreed that all work now under suspension shall be continued, where is involved the interest of the contractor or builder employing members of the organization of the party of the second part only.

EIGHTH. All wages and hours of labor shall remain as was agreed upon by the parties hereto on the first day of May, 1903, until May 1, 1904.

NINTH. This agreement shall expire one year from the date of making and execution thereof.

(4) ALBANY CARPENTERS.

[Terminating dispute of May 4-8, described in Table I, page 52; reported to have been signed by 37 firms in the period of the strike and by a committee of the Carpenter Contractors' Association representing 33 firms on May 15, 1903.]

An Agreement with the Allied Carpenters' Union, of Albany, N. Y., by the Carpenters' Contractors' Association, of Albany, N. Y.:

Article 1. We agree to a general advance of 25 cents per day for an eight-hour day. The standard scale to be 31¼, 34½ and 36 cents per hour.

Article 2. Time and one-half to be paid for over time from 6 p. m. until 12 p. m., double time for all work after 12 p. m., Sundays and holidays included. Holidays to be known as New Years Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, Labor Day.

Article 3. The Allied Carpenters' Unions shall not order any strike against the contractors in Albany, N. Y., nor shall any member or members of the Carpenters' Unions leave the work of any contractor where the matter in dispute is directly between the boss carpenters and the journeymen carpenters, until the matter in dispute is brought before the Joint Arbitration Board for settlement. The Arbitration Board to consist of three men from the Allied Carpenters' Unions, and three men from the Employing Carpenters.

Article 4. No journeymen shall take jobs or work to do on the outside while working for a contractor. If he does take work on the outside while not working for a contractor he shall charge 45 cents per hour.

Article 5. This agreement shall be in effect until May 1, 1904, and all changes for the year following that must be made before February 1, 1904, or this agreement will hold for another year.

(3) ALBANY STEAM AND HOT WATER FITTERS AND HELPERS.

[Terminating strike of March 2-21, described in Table I, page 52.]

Memorandum of Agreement between the National Association of Steam and Hot Water Fitters and Helpers of America, Local Union No. 45, Albany, N. Y., and the Master Steam and Hot Water Fitters' Association, of Albany, N. Y.

ALBANY, *March* 1, 1903.

FIRST. Eight hours shall constitute a day's work at steam, gas or hot water fitting.

SECOND. The standard wages shall be at the rate of $3.50 per day for all journeymen who have worked as such for one year or more.

This section shall not conflict with contracts taken previous to the date of this agreement.

THIRD. All over-time shall be paid at the rate of double-time, except on contract work which shall be time and one-half up to 12 o'clock at night on week days only; after 12, Sundays, and holidays will be double-time.

FOURTH. The employing steamfitters on being notified by the officers of Local No. 45, in writing, to the effect that any steamfitter belonging to their Union and in the employ of any member of the Master Steam and Hot Water Fitters Association, who is in arrears for dues, such employing steamfitter shall use his best effort to secure the payment of such dues to the Union.

FIFTH. Any helper who, in the judgment of his employer shall be competent to perform journeymen's work, may become a member of Local No. 45, and shall be paid at the rate of $2 per day while performing journeymen's work. He shall not be considered a journeyman until he shall have worked for a period of three years as steamfitter's helper and for a period equal to one year under instructions.

SIXTH. Any firm or individual doing work outside of the city shall pay all legitimate traveling expenses and board of employees to and from such work.

SEVENTH. Each firm on signing this agreement, will receive a complete list of officers and members of said Local No. 45, and shall be notified, from time to time, of any changes that may take place. They shall also receive a window or shop card issued yearly by said Local No. 45, which card may be withdrawn at any time that the holder of the said card shall violate these conditions.

EIGHTH. This agreement shall remain in force for a term of one year from the above date, during which time each party shall abide by the conditions herein named unless it shall be mutually agreed by both parties to make some change. In such case, the party wishing the change shall notify the other party or parties, in writing, at least sixty days previous to such change taking place.

E. N. SANDS, *President* 45.
ED. SCHNEIDER,
JOHN T. DONOVAN.

MASTER STEAM FITTERS ASSOCIATION OF ALBANY,
JAMES HUNTER, *President.*
WILLIAM WALLEN, *Secretary.*

(6) ELMIRA PAINTERS AND PAPER HANGERS.

[Terminating dispute of April 1-4, 1903, described in Table I, page 52.]

ELMIRA, N. Y., *April* 1, 1903.

We, the undersigned, Jobbers and Contractors, doing painting, decorating and paper-hanging, do agree that commencing April 1, 1903, and continuing until April 1, 1904:

That eight (8) hours shall constitute a day's work for all men in our employ.

We further agree to employ union men only, excepting in case of strangers, when they will be entitled to work until the first meeting of Local Union No. 324, Brotherhood of Painters, Decorators and Paper-Hangers of America.

Minimum wages to be $2.50 per day for paper-hangers and $2.25 for painters.

All men working by the year not to receive less than $2.25 per day.

No contracts to be made for less than one year.

All contracts to be submitted to Local Union No. 324 for approval.

Wages to be forty-five (45) cents per hour for all over-time, Sundays and legal holidays.

Board and traveling expenses to be paid by employer on all out of town work.

One apprentice to every shop or store where from one to five men are employed.

We further agree not to compel our employees to work with non-union men of any trade.

CHAS. C. BOGARDUS,
CHAS. E. BARNES,
GEO. W. HORTON,
JERRY REAGAN,
JOHN & FRANK A. BUCKBEE,
TAYLOR & WADE,
C. T. MARION,
W. PEASE & SONS,
REYNOLDS BROS.,
B. W. ROSS,
J. W. WELLS,
A. R. BOCKNEVICH,
FRANK WICKHAM.

We, the members of Local Union No. 324, agree not to take any contracts without the consent of employers and such contract to be taken at 25 per cent advance above our standard prices.

We further agree to use every means in our power to prevent union or non-union men handling sample books.

We further agree not to go out on a general or sympathetic strike at any time during the continuation of this contract.

JOHN MCCABE, *President.*
R. FRALLEY, *Financial Secretary.*
E. PHELPS, *Recording Secretary.*

(7) ITHACA BUILDING TRADES.*

Memorandum of Agreement Entered into this sixth day of August, 1903, between the Master Builders' Association of Ithaca, N. Y., Parties of the First Part, and the Building Trades Council of Ithaca, N. Y., Parties of the Second Part, said Agreement to Remain in Force until May 1, 1909.

FIRST. It is mutually agreed that if any trouble arises in the interpretation of the agreement hereinafter contained or on any other question, except wage questions, not covered by these agreements, the following shall be adopted as a plan of arbitration and the final verdict shall be binding on both parties. The question at issue shall be submitted to a committee of two from the employers and two from the employed in the trade having the trouble. If this committee cannot agree, the matter shall be referred to a committee of arbitrators, one to be appointed by the Building Trades Council and one to be appointed by the Master Builders' Association. These two shall select a third party and the decision arrived at by them shall be binding. In case of such references, each side to the dispute shall be privileged to have one representative present its side of the case, who shall be allowed such time as the arbitrators shall decide. These representatives shall then withdraw and the arbitrators shall not be further addressed nor influenced regarding the matter in dispute. In cases of questions of wages these must be settled by the employers and employed in the trade involved, but in case of disagreement by mutual request, such a question may be arbitrated as provided above for other troubles.

SECOND. It is mutually agreed that all demands for a change in the wage scale or hours of working by either employers or employed shall be presented not later than December 1st of each year and working wage agreement shall take effect April 1st following. Not later than January 1st, however, a committee of two each from the union and from the employers of that craft shall be appointed to act as a committee to try to adjust the question.

THIRD. It is mutually agreed that the Building Trades Council will affiliate with it only unions of skilled mechanics, meaning masons, bricklayers and plasterers, painters and decorators, carpenters and mill workers, plumbers, gas and steam fitters, tin and sheet metal workers (these unions, composing at present the Building Trades Council) and if unions are formed in the future of electrical workers, of stone cutters, or of structural iron workers, these may be recognized at the option of the Building Trades Council and same will come under the terms of this agreement.

FOURTH. It is mutually agreed that the mechanics in one craft shall not perform or be required to perform, to an unreasonable extent, labor which is generally conceded to be a part of the trade of another craft. The above, however, is not to be construed as preventing one mechanic to a limited extent, or in case of emergency, of using the tools and of performing the labor usually performed by other craftsmen. For example: It is conceded that decorators may repair a plastered wall, take down and replace picture molding, etc., tinners may paint the tin on the under side before laying, carpenters may apply a brush of paint or bed the wood sills

* Cf. page 135 above.

of a building in mortar or fasten a loose tile. The above items are merely cited as illustrating the extent to which infringements will not be objected to, it being the intent that the general law of infringement will be interpreted broadly and that troubles and disagreements usually arising from this source shall be avoided by both the mechanics and the employers who are parties to this agreement.

FIFTH. It is mutually agreed that the foreman shall not be required to join a union where said foreman does not use tools.

SIXTH. It is mutually agreed that any bona fide employer who employs only union men shall not be interfered with in his right to handle tools and perform work.

SEVENTH. It is mutually agreed that the walking delegate shall be abolished and in his place job stewards on each job shall be recognized without discrimination being made against such stewards.

EIGHTH. It is mutually agreed that the employers will not pay a short scale of wages to any journeyman in the crafts except as provided by age limit.

NINTH. It is mutually agreed that no demands shall be made by the union of any member of the Master Builders' Association not to sell any line of merchandise or not to sell to any man any merchandise such member or members of the Master Builders' Association may have for sale, with the exception of manufactured building materials manufactured by members of the association and necessitating the employment of labor.

TENTH. It is mutually agreed in case of a difference arising on a job, the contractor shall be given twenty-four hours' notice before any workmen are called off, and during that time efforts shall be made to effect a settlement of the differences involved, as provided in Article 1.

ELEVENTH. It is mutually agreed that no change in or addition to the agreement shall be made during its life without the consent of both parties.

TWELFTH. It is mutually agreed that this agreement on being ratified by both organizations, signed by the President and Secretary of each organization and when certified copies of the resolutions ratifying same are attached to it, it shall take effect immediately.

(Signed) THE MASTER BUILDERS' ASSOCIATION,
By W. C. HINE, *as President.*
By T. W. MONE, *as Secretary.*

THE BUILDING TRADES COUNCIL,
By JOHN L. DRISCOLL, *as President.*
By F. V. L. WILSON, *as Secretary.*

SUPPLEMENTARY AGREEMENT.

Memorandum of Supplementary and Conditional Agreement Entered into this sixth day of August, 1903, *between the Master Builders' Association of Ithaca, N. Y., Parties of the First Part, and the Building Trades Council of Ithaca, N. Y., Parties of the Second Part.*

As the admitted object of the rule passed by the Building Trades Council requiring union men to decline to work with non-union men is to union-

ize the skilled trades of Ithaca; in order to effect a settlement fair to both sides, the members of the Master Builders' Association agree during the life of this agreement to employ only union men in the crafts affiliated with the Building Trades Council, agree not to do work for or to manufacture building materials for contractors declining to make this agreement to employ only union men. They also agree to assist faithfully in, and work with the Building Trades Council in the unionizing of Ithaca as far as the skilled trades are concerned.

In consideration of the above the Building Trades Council agrees to suspend until July 1, 1904, the operation of their rule forbidding working with non-union men of another craft and if the result of this experiment justifies, will on July 1, 1904, repeal the aforementioned rule and as soon as the above repeal is made permanent the agreement herein contained of the Master Builders' Association will, without further action, together with the repeal of this rule on the part of the Building Trades Council, become part of the other agreement signed this day by the Building Trades Council and the Master Builders' Association.

It is further agreed that any contractor who shall agree hereafter to employ only union men shall be allowed to complete any contracts he may have previously taken on so-called unfair jobs and any such contractor shall, within two days of the adoption of this agreement, send to the secretary of the Building Trades Council the name or names of such jobs. It is understood, of course, that such completing of work shall be done only by union men.

(Signed) THE MASTER BUILDERS' ASSOCIATION,
By W. C. HINE, *as President.*
By T. W. MONE, *as Secretary.*

THE BUILDING TRADES COUNCIL,
By JOHN L. DRISCOLL, *as President.*
By F. V. L. WILSON, *as Secretary.*

(8) ITHACA PLUMBERS.

[Terminating dispute of July 1-20, described in Table I, page 54, and Chapter III, page 136.]

Articles of Agreement Between the Master Builders' Association of the City of Ithaca, of the First Part, and the Journeymen Plumbers, Steam and Gas Fitters, of the Second Part.

I. We, the undersigned, Master Plumbers of the city of Ithaca, N. Y., do hereby agree to employ none but union men in good standing of the United Association of Journeymen Plumbers, Steam and Gas Fitters.

II. This Local shall have a fixed scale of wages and they shall be as follows: All men having served seven years or more at the business shall receive not less than $3 per day, and all men having served over five, and less than seven years, shall receive not less than $2.50 per day. Five years shall constitute an apprenticeship, three years to be served as helper to a journeyman; after the third year he shall be allowed to handle tools and do work, journeymen to have the preference.

III. Eight hours shall constitute a day's work, from 8 a. m. to 12 m. and from 1 p. m. to 5 p. m.

IV. All overtime shall be paid for at the rate of time and one-half except Sundays and legal holidays, which shall be double time.

These agreements shall take effect July 1, 1903, and shall terminate July 1, 1904.

PLUMBERS' UNION COMMITTEE,
M. W. THOMPSON.
H. F. MARSH.
N. M. BRODEH.
T. J. SWEAZY.

MASTER PLUMBERS' COMMITTEE,
J. M. JAMESON.
J. W. WILLIAMS.
FRED. MASTERS.

(9) NEW YORK CITY (BOROUGHS OF MANHATTAN AND THE BRONX) BRICKLAYERS.

[The annual agreement for 1903 is reproduced below. The most notable change made since 1902 is found in the requirement that employers shall provide cover for the protection of all bricklayers, the former requirement covering only those doing outside work.]

The Mason Builders' Association, of which Mason Builders' Local No. 1 is herein declared and understood to be a constituent part, hereby enters into the following Agreement with the Bricklayers' Unions, Nos. 4, 7, 11, 33, 34, 35, 37, 47 and 72, of New York City, Boroughs of Manhattan and Bronx, members of the Bricklayers and Masons' International Union:

I. That the wages of the bricklayers from May 1, 1903, to May 1, 1904, be sixty-five cents per hour, eight hours, five days in the week, and that the hours of labor be from 8 a. m. to 5 p. m., with one hour for lunch, except on Saturday, when the hours of labor shall be from 8 a. m. to 12 m.

II. That the unions, as a whole or single union, shall not order any strike against the members of the Mason Builders' Association, collectively or individually; nor shall any number of union men leave the works of a member of the Mason Builders' Association. All disputes arising between the parties to this agreement must be brought at once before the Joint Board of Arbitration for settlement.

III. That no member of the unions shall be discharged for inquiring after the cards of the men working upon any job of a member of the Mason Builders' Association, nor will the business agent be interfered with when visiting any operation where bricklayers are employed.

IV. Except when to leave the work would endanger life or property, no work shall be done between the hours of 7 and 8 a. m. and 5 and 6 p. m., nor on Saturday from 12 m. to 6 p. m. All overtime shall be paid at double rate. Overtime means all time between 1 p. m. on Saturday and 8 a. m. on Monday; also all time between 5 p. m. and 8 a. m. on other days, and the secular days on which the following legal holidays are generally observed: Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

V. Members of the Mason Builders' Association must include in their contract for a building all cutting of masonry, the paving of brick floors, the brickwork of the damp-proofing system and all fireproofing—floor arches, slabs, partitions, furring and roof blocks—and they shall not lump or sublet the installation, if the labor in connection therewith is bricklayer's work as recognized by the trade, the men employed upon the construction of the walls to be given the preference. Each bricklayer shall provide himself with a kit of tools, consisting of a trowel, brick-hammer, hand-hammer, level, plumb rule, bob and line and chisel, for which a suitable toolhouse shall be provided for the exclusive use of bricklayers; and in addition a suitable toolbox shall be provided above the sixth floor in buildings of ten stories or more.

VI. That all cutting of masonry be done by those best fitted for the work, and that the members of the Mason Builders' Association make the selection; but cutting of all brickwork, fireproofing, terra cotta, concrete arches and partitions, as well as the washing down and pointing up of front brickwork and terra cotta, shall be done by bricklayers. Bricklayers must be covered when work is in progress directly above them.

VII. That the bricklayers be paid every week before 12 m. Saturday; pay time to close the Thursday before pay day. In the event that the men are paid on Friday, they shall be paid before 5 p. m.

VIII. When bricklayers are laid off for any cause, they shall, upon their request, be paid in cash or office order. An office order entitles a bricklayer to one-half hour's pay in addition to the amount due for work performed, and must be honored within one hour of the time of layoff. When bricklayers are to be discharged, they must be notified during working hours, and must be paid at the job immediately. A violation of this rule entitles a bricklayer to compensation at working rates for the working time that elapses between the time of discharge and the time of receiving his money, provided the claimant remains at the job or office during all working hours until he is paid. When Saturday afternoon occurs in the elapsed time above mentioned, it shall be paid for at double rate up to 5 p. m. If a bricklayer is discharged at 8 a. m., he shall receive one hour in addition to the working time due. This does not apply to a layoff.

IX. That any member of the unions of the city of New York, upon showing his card for membership, be permitted to go upon any job when seeking employment, unless notified by a sign, "No Bricklayers Wanted;" and that employment be given to members of the unions of the city of New York only. The shop steward or business agent shall determine who union bricklayers are. It shall not be the duty of the foreman to ask any man to what union he belongs. If the shop steward be discharged for inspecting the cards of the bricklayers on a job, or for calling the attention of the foreman to any violation of the agreement, he shall be at once reinstated until the matter is brought before the Joint Arbitration Committee for settlement. The foreman must be a practical bricklayer.

X. [No members of the Bricklayers' Unions shall work for anyone not complying with all rules and regulations herein agreed to.] No laborer shall be allowed upon any wall or pier to temper or spread mortar, which shall be delivered in bulk; said mortar to be spread with a trowel by the bricklayers, who shall work by the hour only.

XI. If a building shall be abandoned for any cause on which the wages of union bricklayers are unpaid, no member of the Mason Builders' Association shall contract to complete the same until this debt is paid by the original or subsequent owner, or provided for in the contract. If a member of the Mason Builder's Association is prevented from carrying out his contract on a building, through insolvency of the owner, or any other cause, no union bricklayer shall work on said building until the Mason Builders' contract has been equitably adjusted. Notice in writing, stating amounts in dispute, must be filed with the Secretary of the Mason Builders' Association within four weeks of the stoppage of work, giving full particulars, the secretary to give proper notice to the unions and their representatives at the beginning and ending of the question in dispute.

XII. That the Arbitration Committee meet on the fourth Thursday in every month, or at the call of the Chair on either side; and that the fourth Thursday in January be a special meeting for the consideration of the yearly agreement, which must be signed on or before March 1, to take effect from May 1 to May 1.

All matters of mutual interest are subjects for this Board.

FOR MASON BUILDERS' ASSOCIATION,

F. M. WEEKS, *Chairman.*
CHAS. A. COWEN.
JACOB A. ZIMMERMANN.
LOUIS J. MORTON.
WM. J. MACDONALD.
F. C. POUCHER.
WM. CRAWFORD.
GEO. WILLS.
ELY GREENBLATT.

FOR BRICKLAYERS' UNIONS,

No. 7, DANIEL E. KENNY, *Chairman.*
" 4, WALTER BUCKLEY.
" 11, JOSEPH WEBER.
" 33, WILLIAM A. WELLING.
" 34, SAMUEL TOMLEY.
" 35, FRED. LARSEN.
" 37, HARRY O'GRADY.
" 47, JOSEPH HOWARD.
" 72, GUS BRUDERLEIN.

(10) NEW YORK CITY PLASTERERS.

[The full text of the agreement terminating the plasterers' dispute of October 22-Nov. 5, 1902, described in Table I, page 56, and in Chapter III, pages 166-175, is as follows:]

ARTICLE I.

WAGES AND HOURS.

Section 1. The daily wages to be $5 until July 1, 1903; on and after July 1, 1903, daily wages to be $5.50.

Eight hours shall constitute a day's work; commencing at 8 a. m. until 12 m., and from 1 p. m. to 5 p. m. for first five days; Saturday from 8 a. m.

until 12 m. Under no circumstances can any work be done between the hours of 7 and 8 a. m. and 12 m. and 6 p. m. on Saturday—also New Year's Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Election Day, Thanksgiving Day and Christmas Day.

This section shall not conflict with section 5.

§ 2. When any of the aforesaid holidays fall on a Sunday, the following day will be observed as a holiday.

§ 3. No subbing or part payment of wages shall be permissible. Any member found doing so will be treated as working under wages. All members to receive their wages in legal tender.

§ 4. All overtime to be reckoned as double time.

§ 5. When repairs or alterations are necessary in rooms, halls or shafts of office buildings, if it is found impracticable to complete said repairs or alterations within the prescribed working hours and without causing inconvenience to tenants in said office or building, under such circumstances it shall be permissible to work on holidays. This is agreed to in order that tenants shall not be deprived of the use of their office or other parts of building that they are entitled to.

§ 6. Work done on Sunday and on holidays shall be considered as overtime and paid as such.

ARTICLE II.

APPRENTICES.

All apprentices taken to learn plastering shall be in conformity with the rules of the O. P. S. governing the conditions. Subject to the approval of the Arbitration Committee, present conditions shall not be curtailed.

ARTICLE III.

SCALE OF WORK.

Section 1. In tenement houses where there are ten rooms and a lobby or hallway to each floor or flat, the time for scratch coating rooms and hallway on said flat or floor shall be two days, or one day each for two men.

§ 2. The time for browning in said tenement houses for ten rooms and hallway shall be six days, or three days each for two men.

§ 3. In browning where there are extra rooms or extra closets, there shall be extra proportionate time allowed.

§ 4. The time for hard finishing ten rooms and hallways in tenement houses shall be six days, or three days each for two men.

§ 5. For cornicing and finishing tops of rooms in tenement houses, the time for each room, with four angle and two break mitres, done with a common mould, about seven inches projection, shall be one day, or one-half day each for two men. Where there is a square panel the time shall be one and one-half days, or three-quarters of a day each for two men.

§ 6. If the moulds are extra large, or extra members or quarter circles in panels, or extra panels on the ceiling, there must be extra proportionate time allowed.

§ 7. In the large tenement houses, called apartment houses, where there are large front and back rooms of about 13 x 16 feet, and the common cornice mould is about ten inches in projection, the time for cornicing such a room, with four angle and two break mitres in it, shall be three-quarters of a day each for two men, and when there is a square panel in each room the time shall be one day each for two men.

§ 8. In small rooms, where there are only four mitres where a common mould of six or seven inches is used, two men shall cornice three and finish ceilings and tops of walls of said rooms in one day.

Coving in above class of buildings to come under the head of cornicing.

§ 9. In private houses, known as speculation and such like, all cornicing and paneling shall be governed by the rules of large and small rooms in apartment houses, and if the parlors in said private houses are larger than the ordinary 13 x 16 feet parlors of apartment houses, or the moulds larger or more difficult to work, or more paneling on the ceiling, there must be extra proportionate time allowed.

ARTICLE IV.

CHARACTER OF WORK.

Section 1. All plastering on lath shall be known as three-coat work, scratch coat, brown coat and hard finish. All scratch coats to be thoroughly dried before being browned. On fireproof or brick it shall be two coats, brown coat and hard finish. All plaster plates to be browned with gauged mortar or patent material and finished.

§ 2. When patent cement is used for scratch coat it must be on eight hours before brown coat is put on.

§ 3. It shall be permissible to lay off work on alteration and repair jobs when not calling for more than half the alterations. When laid-off work is permissible, it shall be done with gauged mortar or patent plaster.

§ 4. All work must be done in a thorough, workmanlike manner. All employers shall furnish screed rods, darbies, cornice rods, feather edges and all facilities necessary. And on all jobs where scaffolds are erected in rooms, all mortar boards, when it is feasible, shall be put on scaffolds. In no case shall moulding or coves be run, unless by a regular mould and run on rods.

Members of the O. P. S. when browning shall have the right of raising the mortar board to the height of ten inches from scaffold.

§ 5. All material must be the best of its several kinds.

§ 6. All columns, before being browned, shall have rings of the proper dimensions.

§ 7. In permanently established or occupied dwellings a changed character of decoration shall be permissible of completion as desired.

§ 8. When any portion of a building is reserved for any character of ornamental decoration, it shall be permissible to submit estimates for same. Said estimates for the said reserved portion must include all parts

of plastering, plain and decorative mouldings to be run in place, and it shall be done by the contractor for the same.

When any member of the E. P. A. obtains a contract for the entire plastering of a new building or buildings he shall have the right to sublet the plain plastering, except the said plain plastering contained in the reserved and special parts, which said reserved and special parts shall be completed by the contractor for the same.

§ 9. It shall be permissible for the employing plain plasterer to sublet all ornamental work in his general contract.

§ 10. Section 6 shall apply to all plain columns, whether done in cement or other material.

§ 11. Where waterproof paint is substituted for furring the walls covered by said paint shall be scratched and allowed to dry before brown coat is applied or gauged.

§ 12. In preparing for tile the best material shall be used.

§ 13. We agree to work on all scaffolds erected by union labor.

ARTICLE V.

RULES OF WORK.

Section 1. All plain plastering in the buildings shall be executed by non-shophand plasterers. This rule shall not apply to members who are competent in all branches of the trade.

§ 2. All interior and exterior plastering, whether of patent or other material, when done in and by the usual methods of plastering, shall be claimed and done by the members of the O. P. S.

§ 3. All interior cement work above the floor line shall be done by plasterers, members O. P. S.

§ 4. When possible all efforts shall be directed to include the placing of plaster plates and metallic preparations for plastering in the plasterers' specifications.

§ 5. Any employer taking a job and failing to complete the same, the completion of said job shall be referred to the Joint Arbitration Committee for settlement to the best interest of the trade.

§ 6. None but members in good standing in the O. P. S. shall be permitted to work at the trade within the jurisdiction of the above society.

§ 7. Time allowance of ten minutes allowed above the twelfth story when elevator service is not furnished.

§ 8. When strikes are permissible:

FIRST. For non-payment of wages on pay day.

SECOND. Against non or delinquent members.

THIRD. These articles of agreement shall not in any way interfere with sympathetic action for other trades.

§ 9. All members shall receive their wages once a week. The week shall end on Friday at 5 p. m. Pay day shall be on the following Saturday from 8 a. m. until 12 m., or any employer may pay Friday up to

Friday night, and when his pay day is on Friday it shall remain so permanently until he changes it to Saturday, and no employer will be allowed to pay Friday one week and the following week on Saturday.

§ 10. Any member being discharged and members being laid off at the completion of job shall receive their pay at once.

§ 11. On being laid off members shall receive fifteen minutes notice in order to clean and pack their tools. Suitable time shall be allowed for members going from one job to another in the hour between 12 m. and 1 p. m.

ARTICLE VI.

COUNTRY WORK.

Section 1. On country jobs city hours and wages shall be enforced and city wages paid to and from job; traveling expenses also to be paid.

§ 2. On percentage jobs or jobs lasting less than two weeks, board shall be added to the above.

§ 3. In no case shall a member's employment be contingent on joining an outside local.

§ 4. It shall be permissible for members of the E. P. A. to hire one-half local men at local union rates.

ARTICLE VII.

Section 1. A committee of five men from each Association shall constitute an Arbitration Committee, to whom all grievances shall be referred, and they shall be vested with full power to act. In case of dispute they shall have the power to call in a disinterested party, who shall act as umpire, who must be acceptable to each of them; then lay the grievance fairly before him. His decision must be binding on both societies. This committee shall be subject to the call of the president or chairman of either society.

§ 2. Charges brought against a member of either association shall be submitted to the Arbitration Committee and settled.

§ 3. The O. P. S. shall not order a strike against the members of the E. P. A., collectively or individually, nor shall any member of the O. P. S. leave the work of a member of the E. P. A. until the matter in dispute is brought before the Arbitration Committee for settlement.

§ 4. No foreman in the employ of a member of the E. P. A. shall be suspended or taken from any job of a member of the E. P. A. until his case has been submitted to the Arbitration Committee and their decision rendered.

§ 5. No member of the O. P. S. shall work for any employer who does not comply with these Articles of Agreement, entered into between the Employing Plasterers' Association and the Operative Plasterers' Society of the City of New York, nor shall any member of the E. P. A. employ any person who is not in good standing in the O. P. S. of the City of New York.

§ 6. Should a member of the E. P. A. do work for any corporation, owner, builder, speculator or others, by contract or day's work, and not be paid in full, the claim shall be referred to the Joint Arbitration Committee for investigation and adjustment.

ARTICLE VIII.

Section 1. Any employer doing work for an architect, owner, builder, contractor or decorator who is living in the jurisdiction of Locals 25, 43 and 216 shall comply with this agreement.

§ 2. Where an employer refuses to sign the agreement entered into between the O. P. S. and the E. P. A., the E. P. A. will assist the O. P. S. in every manner possible to compel such employers to sign said agreement.

ARTICLE IX.

Section 1. All panel ceilings and walls of an intricate design shall be done in the most practical manner and shall be placed on a finished plaster surface. Mouldings of 3½ inches in width or less, if enriched, allowed to be stuck on a finished plaster surface.

§ 2. Should any article contained in this agreement conflict with the general interest of the trade, supplementary articles shall be substituted to meet the requirements of the conditions not provided for.

§ 3. Three months before the expiration of the agreement a committee shall be appointed by both parties to this agreement to confer as to the advisability of renewing or revising this agreement.

(11) ROCHESTER ROOFERS AND SHEET METAL WORKERS.

[Agreement terminating dispute of May 1-4, 1903, described in Table I, page 58.]

Articles of Agreement, made and entered into May 1, 1903, by and between the Stove, Furnace, Sheet Metal and Roofers' Association and the Amalgamated Sheet Metal Workers, Local Union, No. 46, all of Rochester, N. Y.:

I. It is mutually agreed that on and after May 1st eight hours shall constitute a day's work. The working hours shall be from 8 a. m. to 12 a. m., and from 1 p. m. to 5 p. m. All other time to be paid for as overtime.

II. Any member working between the hours of 5 and 12 p. m. shall be paid at the rate of time and one-half, and between the hours of 12 p. m. and 8 a. m., shall be paid for at the rate of double time. Double time shall also be paid for Sundays and all legal holidays, viz: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

III. No member shall report at shop or job earlier than 7.45 a. m. or shall he stay later than 5 p. m. without receiving overtime.

IV. While working out of town car fare and board shall be paid for by the employer. Where the distance is not over twenty-five (25) miles car fare shall be paid to and from the job once a week. Single time shall be paid while traveling.

V. No member shall be allowed to perform any work for his employer by contract, or will he be allowed to work in any shop where such piece work is performed.

VI. It is further agreed that members of Local Union No. 46 shall not be required to work with others than members in good standing in Local Union No. 46 or willing to become a member thereof within a period of thirty (30) days.

VII. It is further agreed that the minimum rate of wages shall be $2.50 per day. Also those not affected by increase receive a 15 per cent raise; juniors to receive a minimum of $1.50 per day.

VIII. It is further agreed that employees be prohibited from doing any work on their own account.

IX. It is further agreed that all provisions in this Agreement shall be binding from May 1, 1903, to May 1, 1905.

X. It is further agreed that if the parties to this Agreement wish to change the same or to make any other demands at its expiration they shall give at least three months' notice in writing.

(12) SYRACUSE PAINTERS AND DECORATORS.

By-Laws and Schedule of Prices of Painters and Decorators Unions Nos. 31 and 35 for 1903.

Section 1. Eight hours shall constitute a day's work.

§ 2. Painters and paperhangers, $3.25 per day.

§ 3. Grainers, $3.75 per day.

§ 4. Fresco painters, $3.75 per day.

§ 5. All gilding and high lighting, relief work, stenciling, lining, cove work, blending frescoing and all ornamental work to be classed as fresco work.

§ 6. No workman to be held responsible for work done on walls not prepared by himself.

§ 7. A reduction of 50 cents per day from these prices will be made to all regular employers who have signed this schedule.

§ 8. Overtime shall be charged at one and one-half regular rate.

§ 9. Sunday work and holiday work shall be charged at double the regular rates. The holidays shall be New Year's, Fourth of July and Christmas.

§ 10. This constitutes the minimum price allowed.

§ 11. Hours of work from 7.55 a. m. to 12 m., and from 12.55 p. m. until 5 p. m., except Saturdays, and then until 4 p. m. From November 1st till April 1st a half hour will be allowed at noon to fill the day's work.

§ 12. No members of these unions shall work between the hours of 5 and 6 p. m., unless to finish a job, and then not more than twenty minutes.

§ 13. No overtime work to be done except in places where business would be interfered with during regular working hours.

§ 14. Employers shall employ none but union men, and no union man shall work with a non-union man, except as per by-laws.

§ 15. Employers shall be allowed an indentured apprentice for every ten men, and one for every additional ten men, provided that papers are made and accepted by these unions, and no employer or member of these unions employing less than five men steadily will be allowed an apprentice.

§ 16. Traveling expenses and board to be paid on all out of town work. Employees to be allowed expenses to come home every Saturday where expenses for round trip do not exceed the same for board.

§ 17. No carpenter shall be allowed to sign this schedule.

§ 18. Any member acting as foreman for any boss contractor, except painter bosses, must pay $3.25 per day for all painters.

§ 19. All bosses, jobbers or contractors working at the trade, instead of signing this schedule, must become members of Unions Nos. 31 or 35.

§ 20. All employees must be paid weekly in full.

§ 21. This schedule goes into effect April 6, 1903.

(13) TROY PAINTERS AND PAPERHANGERS.

[Terminating dispute of April 1-3, described in Table I, page 60.]

Copy of Agreement between the Master Painters of the city of Troy and Local Union No. 12 of the Brotherhood of Painters, Decorators and Paperhangers of Troy, N. Y.:

I, the undersigned, Master Painter of the city of Troy, do hereby agree to the following with the Painters' Local No. 12, affiliated with the American Federation of Labor and Building Trades' Council of Troy, N. Y.:

Section 1. I agree to employ none but union painters, decorators and paperhangers affiliated with the American Federation of Labor and Building Trades' Council of Troy, N. Y., and to pay thirty-five (35) cents per hour; that eight (8) hours shall constitute a day's work; to pay time and one-half for all overtime; double time to be paid for Sundays and holidays, such as Thanksgiving, Christmas, New Year's, Fourth of July, Decoration Day and Labor Day.

§ 2. When work is located so far away that workmen have to take cars or ferry, the fare shall be paid both ways by the employer, and if a workman cannot get back home after his day's work is done, the employer shall pay his board and lodging, which shall not be charged against the workman.

§ 3. When non-union men are employed in any shop or on any job, employees shall have the right, after investigating the matter, to quit work, until the same has been adjusted before returning to work, without violating this agreement.

§ 4. There shall be one apprentice in each shop.

§ 5. That employees begin work at 8 a. m. and quit at 12 m. Begin at 1 p. m. and quit at 5 p. m.

§ 6. The above agreement to go into effect April 1, 1903, and enduring till April 1, 1904.

(14) UTICA CARPENTERS.

[Terminating dispute of April 1-July 11, described in Table I, page 60, and Chapter III, page 177.]

Articles of Agreement entered into this 15th day of July, 1903, between the Master Carpenters' Association of the City of Utica, N. Y., and Local No. 125 of the Brotherhood of Carpenters and Joiners of America:

It is hereby mutually agreed by and between the Master Carpenters' Association and Local No. 125 that all the carpenters who have been in the employ of the Master Carpenters' Association shall return to work as fast as work may be provided for them, at the scale of wages prevailing prior to April 1, 1903, the same scale to remain in force until adjusted by a report of an arbitration committee to be selected as hereinafter provided for. The report and the operation of said report to go into effect not later than April 1, 1904.

The members of Local No. 125 shall not discriminate against the carpenters now employed by members of the Master Carpenters' Association, and shall not refuse to work with them. Neither shall the members of the Master Carpenters' Association discriminate against any member of Local No. 125.

A board of arbitration shall be selected under the following conditions: Three members of the Master Carpenters' Association and three of Local No. 125, and in the event of their failing to reach an agreement, the committee representing each party to this agreement shall select one person, and the two so selected shall appoint a third, neither of the three so selected to be in any way connected with the interests of either party of this agreement.

The duties of this arbitration committee shall be to adjust all differences that may arise pending the enforcement of this agreement between the parties to it as heretofore and may be hereinafter provided for.

In no case shall any member of Local No. 125 stop work on any job for any cause until after the matter in dispute shall have been submitted to and a decision rendered by the arbitration committee which has been selected from the membership of the parties to this agreement.

This arbitration committee shall be appointed by each party at their regular meeting after the ratification of this agreement by the parties empowered to accept of and sign the same.

The business agent shall not interview during working hours any workman on any job except the steward on the job, the contractor, or his representative.

Members of Local No. 125 hereby agree not to work for any person or persons not regularly engaged in the contracting business for less wages per hour than is charged by the members of the Master Carpenters' Association except in the case of Local No. 125, who are steadily employed in factories or mills.

After the ratification of this agreement all men hired in the future by the members of the Master Carpenters' Association shall be members of the Brotherhood of Carpenters and Joiners of America.

If a change be desired in the working of this agreement, six months' notice must be given by the party desiring the change to the other party to the agreement, and if no mutual understanding can be reached, the changes involved shall be referred to the board of arbitration, as provided for in this agreement.

This agreement shall go into effect immediately and continue in force until April 1, 1905.

(Signed)

FOR MASTER CARPENTERS' ASSOCIATION,
....., *President.*
....., *Secretary.*

FOR LOCAL UNION NO. 125, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
....., *President.*
....., *Secretary.*

(15) WESTCHESTER COUNTY BUILDING TRADES.

[Copy of articles of agreement terminating disputes of April 1-May 7, 1903, in White Plains, Tarrytown, Mt. Kisco and vicinity, described in Table I and Chapter III, pages 178-184.]

We, the undersigned, Contractors and Builders and The Associated Building Trades Council of White Plains, Tarrytown, North Tarrytown, Irvington, Dobbs Ferry, Hastings, Pleasantville, Mt. Kisco and vicinity, do each with the other enter into agreement to the following:

I. That eight hours shall constitute a day's work, between the hours of 8 a. m. and 5 p. m., except the following towns: Tarrytown, North Tarrytown, Irvington, Dobbs Ferry and Hastings, where forty-four hours will constitute a week's work; eight hours five days with four hours Saturday—8 a. m. to 12 m. Pleasantville and Mt. Kisco, fifty-three hours to constitute a week's work.

II. That each trade will receive the following wages within White Plains corporation limits:

Carpenters, $3 per day.
Painters, $3.28 per day, forty-four hours a week's work.
Masons, $3.50 per day.
Tinsmiths, $3.28 per day, forty-four hours a week's work.
Mason's helpers, $2.25 per day.
Plumbers, $3.50 per day.

Tarrytown, North Tarrytown, Irvington, Dobbs Ferry and Hastings:

Carpenters, 41 cents per hour, $18.04 per week.
Painters, 41 cents per hour, $18.04 per week.
Journeymen tinsmiths, 41 cents per hour, $18.04 per week.
Junior tinsmiths, 28½ cents per hour, $12.54 per week.
Journeymen plumbers, 50 cents per hour, $22 per week.
Junior plumbers, 37½ per hour, $16 per week.
Pleasantville carpenters, $2.75 per day.
Mt. Kisco carpenters, $3 per day.

III. That our representative have the privilege af all times to examine members' cards.

IV. That no employer shall subcontract any work in the building line to a journeyman.

V. All differences between men and bosses shall be referred to an executive committee of ten, five from the Associated Building Trades Council and five from the Master Builders. No strike shall be ordered until after the meeting of the Joint Arbitration Committee, which must be held within twenty-four hours after complaint. A failure of this committee to meet will be sufficient cause for ordering a strike.

VI. Double time for overtime, Sundays and the following legal holidays: Decoration Day, Fourth of July, Thanksgiving Day and Christmas. Labor Day no man will be permitted to work.

VII. That no demand for hours or wages shall be enacted before giving at least six months' notice previous to the enforcement of such demand. In case of a rejection of the demands, new demands may be served. New demands to date from issue of rejected demands.

VIII. Contractors and Builders agree that all employees shall be recognized members of the Associated Building Trades Council.

IX. Rules governing apprentices: Carpenters—One apprentice to every ten men, said apprentice to start trade before the age of 21 years. Painters—One apprentice to every ten men. Not more than two apprentices to any one shop, to serve three consecutive years. No apprentice to start trade after 21 years of age.

X. Not more than one boss of any firm will be permitted to handle tools.

XI. All men to be paid once a week, except Pleasantville and Mt. Kisco. In White Plains within one-half hour of quitting time. Tarrytown, North Tarrytown, Irvington, Dobbs Ferry and Hastings to be paid at 12 m. on Saturday. Double time waiting for pay after 12.30 p. m. on Saturday.

XII. Not less than fifty (50) cents a day extra to be paid recognized foremen.

XIII. Any contractor or builder guilty of violating these agreements will be subject to a fine and declared unfair.

XIV. These agreements to take effect April 1, 1903, for one year to April 1, 1904, except for Local No. 209, Tinsmiths of Tarrytown, who have an agreement to May 1, 1903. Agreements for Local 209 to date from May 1, 1903, to April 1, 1904.

Special clause for plumbers of White Plains: Any firm that employs a recognized foreman, the employee will not be permitted to handle tools at the trade.

MASTER BUILDERS NO. 1.
ASSOCIATED TRADES COUNCIL,
W. H. MEARS, *President.*
E. J. COSS, *Recording Secretary.*

(16) YONKERS CARPENTERS.

[Terminating dispute of April 1-June 9, 1903, described in Chapter III, page 178.]

Agreement by and between the Master Carpenters' Association and the District Council of the United Brotherhood. In consideration of the agreement herein made, each party agrees to and with the other as follows:

1. That forty-four hours shall constitute a week's work, eight hours each day, except Saturday, when all work shall cease at noon, and the remainder of the day be observed as a half holiday.

2. That the rate of wages shall be 41 cents per hour till August 1, 1903, then 44 cents per hour till April 1, 1904. All overtime shall be at the rate of time and a half, Sundays and Holidays shall be double time.

3. The United Brotherhood agrees to work with any Amalgamated Carpenters on any work done by the members of the Master Carpenters' Association.

4. That non-union men now at work here, have the same privileges of joining the United Brotherhood that other members have.

5. That all fines existing against the members of the Master Carpenters' Association shall be removed.

6. That journeymen doing work on their own account, charge jobbing trade rates.

7. That Trade Rule No. 6, fining a carpenter for doing an unreasonable amount of work is eliminated.

8. That Trade Rule No. 2, fining a carpenter for sharpening tools on his own time, the fine is eliminated.

9. That Trade Rule No. 3, fining a carpenter for starting to work before time, the fine is eliminated.

10. That an Arbitration Committee, consisting of four from the Master Carpenters' Association and four from the United Brotherhood, is formed, they to have power to select one more in case of inability to agree, to whom all questions arising between the Master Carpenters and the United Brotherhood shall be submitted for settlement.

(17) YONKERS ROOFERS AND SHEET METAL WORKERS.

[Agreement terminating dispute of September 1-10, 1903, described in Table I, page 60.]

The wages shall be: From September 10, 1903, up to April 1, 1904, 38¾ cents per hour. After April 1, 1904, the wages shall be 41 cents per hour.

Eight (8) hours shall constitute a day's work, four (4) hours on Saturday.

None but union men shall be employed on any work appertaining to the trade.

Any change in this agreement, or any violation, shall be referred to an arbitration committee of employers and employees.

THOMAS I. McVICAR,
President of Yonkers Master Roofers and Sheet Metal Workers' Association.
JAMES CRAFT,
President of Local No. 218, Yonkers, N. Y.

TRANSPORTATION.

(18) ALBANY COAL HANDLERS.

I. Only members of Coal Handlers' Union No. 1 in good standing, who can show a working card, shall be employed in union yards.

II. The wages shall be $12 per week, ten hours to constitute a day's work.

III. All overtime shall be 25 cents an hour.

IV. For unloading boats, 6 cents for pea coal, chestnut, stove and egg; 9 cents for grate and soft coal; carrying, 25 cents per ton each flight of stairs.

V. Reasons for discharge shall only be for neglect of duty, disobedience of orders or inability to perform the work.

VI. Services rendered by employees in the interest of or for the benefit of the union shall not be cause for discharge.

VII. When difficulties arise, the same shall be settled by an arbitration committee composed of three members of the Coal Dealers' Association and a like committee from the Coal Handlers' Union.

VIII. This agreement shall take effect May 4, 1903, and remain in force until May 4, 1904.

IX. If a new agreement be presented by either party, a notice of thirty days shall be given; and if no new agreement be presented by said time, the present agreement shall stand.

X. In consideration of the foregoing, Coal Handlers' Union No. 1 will use its best endeavors to prohibit the use of unfair coal among union men and their friends and to encourage the use of union coal.

(19) BUFFALO GRAIN SCOOPERS.

This Agreement, made and entered into at the city of Detroit, Mich., on the 6th day of March, 1903, by and between the International Longshoremen, Marine and Transport Workers' Association, party of the first part, and the Lake Carriers' Association, a corporation of the State of West Virginia, party of the second part, witnesseth as follows:

1. This agreement is made for the handling of grain at the port of Buffalo for the season of 1903.

2. All men employed by the superintendent for the purpose of handling grain at the port of Buffalo shall be members of the local organization of the I. L., M. and T. A., whenever such men can be had. When such men can not be had, the superintendent has the right to secure any other men who can perform the work in a satisfactory manner until such time as members of the I. L., M. and T. A. can be secured. No man shall be discharged without just cause, and he shall be notified of the cause of such discharge.

3. In the event of any controversy arising between the I. L., M. and T. A. or local organization and the Lake Carriers' Association or superintendent, or in the event of the men or local organization having any grievance, the men shall continue the work, and any and all such controversies and grievances shall be settled, if possible, by the president of the local organization and the superintendent for the Lake Carriers' Association. If such controversies and grievances can not be settled, then they shall be arbitrated by choosing a third disinterested man, upon whom the president of the local organization and the superintendent for the Lake Carriers' Association shall agree. The decision of any two shall be final.

If the president of the local organization and the superintendent for the Lake Carriers' Association can not agree upon a third man, each side shall choose a disinterested man, and the two men thus chosen to choose a third disinterested man, and the said three men shall constitute a board of arbitration. The decision of a majority of said three shall be final, and both parties shall abide thereby. It is expressly agreed that said arbitration board shall meet within ten days after the matter being submitted to them.

4. It is distinctly understood and agreed between the parties to this agreement that no man or boss in an intoxicated condition or under the influence of liquor shall be permitted to work while in that condition. A continued repetition of such condition shall be cause for suspension or discharge.

5. When a gang at any elevator quits or refuses to work on a vessel it shall be considered a violation of this agreement and a gang may be sent from any other elevator governed by this agreement, who shall finish or discharge such vessel after the rules of this agreement as though they had originally started her. The men so finishing the cargo shall receive the entire pay for discharging or unloading all of that cargo, or at least that portion of it consigned to the elevator at which the men quit or refused to work. The men so refusing to work said vessel shall be discharged or suspended, as may be determined by the president of the local organization and the superintendent for the Lake Carriers' Association.

6. Boss scoopers shall be appointed by the superintendent. It is understood and agreed that they be members of the Scoopers' Local Union.

7. The wage scale for unloading grain shall be $2.12½ per thousand bushels, except where cargo is started on or after 6 p. m. Saturday or any time up to 7 a. m. Monday or coming partially unloaded from another elevator after 6 p. m. Saturday. Such cargoes shall be paid for at the rate of $3.12½ per thousand bushels. It is understood, however, that all cargoes started prior to 6 p. m. Saturday and worked continuously at the same elevator shall be unloaded at the regular rate.

8. The compensation for handling wet grain or lightering cargoes when vessels are aground shall be at the rate of 35 cents per hour.

9. It is further mutually understood and agreed by and between both parties to this agreement that no saloon or political influence shall be allowed or practiced by representatives or employees of either parties.

10. Legal holidays shall mean Decoration Day, Fourth of July, Labor Day and Thanksgiving Day. No other holidays shall be recognized.

11. The supervising bosses shall have power to hire and discharge men for cause, employing only members of Local No. 109 in good standing.

12. The president of Local No. 109 shall appoint the timekeepers for the gangs at the different elevators.

13. It is further agreed and understood that any matter not herein mentioned will remain as heretofore.

In witness whereof the Lake Carriers' Association has caused this agreement to be subscribed to by its president, and the International Longshoremen, Marine and Transport Workers' Association has caused the same to be duly executed by its representatives, as well as by the representatives of Local No. 109, also duly authorized.

LAKE CARRIERS—
WM. LIVINGSTONE, *President.*
H. COULBY.
H. A. HAWGOOD.
E. T. EVANS.
EDWARD SMITH.

I. L., M. & T. A.—
DANIEL J. KEEFE, *President.*
J. J. JOYCE, *Pres. Local 109.*
THOS. CAVANAUGH.
J. J. McGOWAN.

(20) ERIE RAILROAD TELEGRAPHERS' SCHEDULE.

[The telegraphers employed on the Erie Railroad lines west of Salamanca obtained a schedule in 1892, but until recently the lines east of Salamanca remained in an unorganized condition. On December 16, 1902, the General Committee of the Order of Railroad Telegraphers, representing all the territory between New York and Chicago, met in Jamestown and formulated a new schedule and wage scale for the entire system. There being two general superintendents on the Erie, the committee was divided so that the negotiations might be taken up separately with them, after which joint conferences were held and an agreement finally reached on March 14, 1903. The following text was published in the "Railroad Telegrapher" for May 1903.]

The following rules and rates of pay will govern the telegraphers in the employ of the Erie Railroad Company:

I. Any employee required to telegraph in the performance of his assigned duties is to be considered as a telegrapher within the meaning of this schedule.

II. When new positions are created the compensation therefor will be fixed in conformity with that paid for similar positions specified in this schedule.

III. A telegrapher suspended or dismissed will have the right to refer his case by written statement to the superintendent; within ten days, if possible, after the receipt of said statement, the case will have a thorough investigation, and a decision will be given. When the investigation results unfavorably to the employee, the right to appeal is conceded. When found blameless telegraphers shall be reinstated and receive full pay for the time lost.

IV. All employees in the telegraph service will be regarded as in line for promotion, advancement depending upon faithful discharge of duties and capacity for increased responsibility. Where ability and conduct permit, seniority rules will govern.

V. All vacancies or new positions will be immediately advertised by "23" message over the superintendent's division upon which they occur.

VI. A telegrapher declining to accept promotion does not forfeit his rights to the same or any other position he may be entitled to under seniority when a vacancy occurs or a new position is created.

VII. A vacancy will be filled within ten days after it occurs by the appointment of the man entitled to it.

VIII. A telegrapher accepting a position under the above rule, finding that it is unsuitable, may resume his former position within ten days after he vacated same. After the expiration of ten days he will take his place on the extra list, but with his seniority rights intact.

IX. Telegraphers will be allowed to attend their meetings so far as consistent with good service, and will be relieved and furnished transportation without unnecessary delay. Committees will be granted leave of absence as soon as possible after it is applied for when they wish to present any matters to an officer of the company.

X. At offices where more than two telegraphers are employed exclusively for telegraph service, when service will permit, ten consecutive hours, including meal hours, will constitute a day's work; meal hours being so arranged that one telegrapher will be on duty at all times.

XI. At offices where two telegraphers are employed, twelve consecutive hours, including meal hours, will constitute a day's work. At offices where but one telegrapher is employed, twelve consecutive hours, including meal hours, will constitute a day's work; the company reserving the right to arrange the hours to suit the service.

XII. Overtime will be allowed for all hours worked in excess of the regular established hours, and will be paid for at the rate of 25 cents per hour. When the regular rate is higher than the overtime rate, overtime will be paid pro rata. In computing overtime, thirty minutes and less than sixty minutes will be considered an hour; less than thirty minutes will not be counted. Overtime will not be allowed unless overtime slips are mailed to the proper officials within forty-eight hours from the time of service. Telegraphers will be notified within five days when overtime is not allowed as per overtime slips.

XIII. Telegraphers summoned to service outside of regular hours, after being excused by the train dispatcher, or leaving the office for the day, will be allowed fifty cents for the first hour or fraction thereof. If held on duty longer than one hour, regular overtime rate will be allowed.

NOTE.—Overtime Rules Nos. 12 and 13 apply only to overtime made in performance of telegraph work.

XIV. Telegraphers will not be required to attend pumping engines at points where there are other employees available for that duty. When so required they will receive extra compensation.

XV. Telegraphers will not be required to attend switch lights at points where there are other employees available for that duty. When conditions require the above work to be done outside of regular working hours, the superintendent will determine the time required and authorize overtime as per Rule 12.

XVI. Telegraphers transferred to new locations by order of proper officials will receive pay for the necessary time lost in transferring and free transportation for themselves, dependent members of their families and household goods.

XVII. Telegraphers deadheading to working points by order of the proper officials will receive pay for one-half the actual time consumed on trains in going and returning, the basis of compensation being the salary of the telegrapher relieved. Thirty minutes and less than sixty minutes will be considered an hour; less than thirty minutes will not be counted.

NOTE.—This rule does not apply to deadheading for the purpose of relieving telegraphers who are given leave of absence as provided in Rule 9.

XVIII. Telegraphers attending court or other business for the company will be paid their regular rates of pay per day, and when called to leave home necessary expenses will be paid.

XIX. Telegraphers leaving service in the telegraph department to accept service in other departments will forfeit their seniority after an absence of ninety days.

XX. Extra telegraphers will receive the same compensation as the persons they relieve. Telegraphers holding regular positions, when sent to work in other offices temporarily, will not receive any less compensation than their regular positions entitle them to.

XXI. This contract will take effect March 1, 1903, will be carried out in good faith by all parties interested, and will continue in force until terminated by thirty days' notice from either party to the other.

(Signed) D. WILLARD,
First Vice-President and General Manager.
(Signed) JOHN W. TYNAN,
For the Telegraphers.

(21) GREAT LAKES MARINE COOKS AND STEWARDS.

I.

This Agreement made and entered into at the city of Detroit, Michigan, March 5, 1903, by and between the Lake Carriers' Association, a corporation of the State of West Virginia, by its Executive Committee duly authorized, and The Marine Cooks and Stewards' Union of the Great Lakes, by their duly authorized representatives, Witnesseth as follows:

FIRST. This agreement is made for the navigation season of 1903 on the Great Lakes for all vessels enrolled, or hereafter enrolled, in the Lake Carriers' Association.

SECOND. It is understood and agreed that vessels covered by this contract shall not be required to carry any more men than according to the custom which has heretofore prevailed in the like service on the Great Lakes, but we recommend that all vessels carrying a crew of twenty or more shall employ a porter for the entire season.

THIRD. It is agreed that the Marine Cooks and Stewards' Union, aforesaid, is to furnish cooks to all vessels covered by this contract under the terms and conditions hereof, to the utmost extent of their ability, which they hereby undertake and agree to do. In the event that such union is unable at any time to promptly furnish sufficient and competent union

men when called for by the shipping commissioner of the Lake Carriers' Association, the captain of the vessel for which such man may be required may ship non-union men to fill such shortage for not longer than the ensuing round trip, and such non-union men shall not be disturbed before the expiration of their terms of shipment.

FOURTH. It is distinctly understood and agreed that all men working under this contract, shall observe and perform and execute faithfully, promptly and cheerfully all orders given by the captain or his executive officers.

FIFTH. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the round trip is completed, and in case he does so desert before the trip is complete the captain shall report such desertion to the shipping commissioner of the Lake Carriers' Association, who shall in turn report it to the officers of the Marine Cooks and Stewards' Union aforesaid. Such deserter shall not be again employed under this contract within thirty days thereafter.

SIXTH. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby to the shipping commissioner of the Lake Carriers' Association, or his assistants, at the port nearest to which such vessel is lying, and such shipping commissioner in turn shall make requisition on the shipping officers of the said Marine Cooks and Stewards' Union, for all such men. And if any transportation is required to get the men to the vessel, the same shall be furnished by the shipping commissioner of the Lake Carriers' Association, the shipping officers of the Stewards' Union guaranteeing that men so furnished with transportation will ship and serve for the trip on the boats to which they have been assigned. Nothing in this article shall prevent or prohibit the master or other officer of a vessel shipping union men who may apply to him for a job as heretofore.

SEVENTH. All men furnished under and pursuant to this contract, must be satisfactory to the captain of the vessel on which it is proposed to ship them.

EIGHTH. It is understood that the said Marine Cooks and Stewards' Union agrees that it will at all times use its best efforts, and, so far as possible, guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers Association, and further that said Marine Cooks and Steward's Union will not order or allow its members to go out on strike for any cause; but will not be required to work under police protection aboard the boat. In the event of any differences arising between the two parties hereto as to the meaning or intent of any part of this contract, the men shall continue to work and said differences shall be arbitrated in the usual way.

Wage Scale.

Subject to the foregoing terms and conditions, the members of the Marine Cooks and Stewards' Union of the Great Lakes do hereby agree to the following scale of wages for the season of 1903, and agree to accept and abide by such scale of wages and carry out this contract for the entire season ensuing, and the vessels of the Lake Carriers' Association shall pay said scale of wages.

FIRST. Chief cooks shall receive wages at the rate of sixty-six dollars ($66) per month, from the opening of navigation until the first day of October, and at the rate of eighty-six dollars ($86) per month from the first day of October to the close of navigation.

SECOND. Second cooks shall receive wages at the rate of thirty dollars ($30) per month to the first day of October, and at the rate of thirty-seven dollars and fifty cents ($37.50) from the first day of October to the close of navigation.

THIRD. On vessels carrying a porter or porters, the porters shall receive wages at the rate of twenty-five dollars ($25) per month to October 1st, and at the rate of thirty-five dollars ($35) per month from the first day of October to the close of navigation, except on package freight boats, who shall receive the same pay as second cooks.

FOURTH. It is further understood and agreed that the cook shall be entitled to and shall be paid twenty-five cents ($0.25) per day for each and every passenger carried on any freight boat as full compensation for the extra work made by carrying such passengers, and that the first cook may employ an extra man as a helper at any time when passengers are carried, and pay such man himself without cost or charge to the ship, except for the board of such helper, and such helper shall be procured when desired by the first cook without any assistance from or annoyance to the officers of the vessel. This does not apply to boats carrying a porter. It is distinctly understood and agreed that passenger vessels shall carry union men whenever the same can be obtained satisfactory to the chief steward, at wages agreed upon between such chief steward and the men so employed It is also specially understood and agreed that no part of this agreement and contract, except the last foregoing clause, shall have any application to, or be binding upon, passenger vessels or tugs, and that each passenger vessel or line may make its own agreements separately with its cooks, stewards and porters according to the peculiar needs and conditions of each line or vessel, as they may see fit.

FIFTH. Cooks on tow barges shall receive the same wages as the seamen on the same barges.

In witness whereof, the Lake Carriers' Association, by its executive committee as aforesaid, has caused this contract to be made and subscribed on its behalf, and the said Marine Cooks and Stewards' Union of the Great Lakes, has caused this agreement to be subscribed and entered into on its behalf, by its representatives whose names are also hereunto subscribed, at the city of Detroit, the day and year as above written.

LAKE CARRIERS' ASSOCIATION,
By W. LIVINGSTONE, *President.*
JOS. P. NAUGTIN,
JOHN F. SWEENEY,
JAMES A. NALL,
E. H. WALTER,
H. L. RUSSELL,
HARRY OSBORN,
THOS. LANGELL, JR.,
J. F. FRASER,
EDWARD WALKER.

II

This agreement made and entered into at the city of Detroit March 9, 1903, by and between the Lumber Carriers' Association, by its duly authorized committee, and the Marine Cooks and Stewards' Union of the Great Lakes, by their duly authorized representatives, Witnesseth as follows:

FIRST. This agreement is made for the navigation season of 1903 on the great lakes for all vessels now enrolled, or hereafter enrolled in the Lumber Carriers' Association.

SECOND. It is understood and agreed that vessels covered by this contract, shall not carry any more men than according to the custom which has heretofore prevailed in the like service on the great lakes.

THIRD. It is agreed that the Marine Cooks and Stewards' Union aforesaid is to furnish cooks to all vessels covered by this contract, under the terms and conditions thereof to the utmost extent of their ability, which they hereby undertake and agree to do. In the event such union is unable at any time to promptly furnish sufficient and competent union men when called for by the captain of the vessel for which such man may be required, the captain may ship non-union men to fill such shortage for not longer than the ensuing round trip, and such non-union men shall not be disturbed before the expiration of their term of shipment.

FOURTH. It is distinctly understood and agreed that all men working under this contract shall observe and perform and execute faithfully, promptly and cheerfully all orders given by the captain or his executive officers.

FIFTH. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip, shall desert the ship before the round trip is completed, and in case he does so desert before the trip is complete the captain shall report such desertion to the officers of the Marine Cooks and Stewards' Union, aforesaid, such deserter shall not again be employed under this contract within thirty days thereafter.

SIXTH. It is further agreed that requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby to the shipping officers of the said Marine Cooks and Stewards' Union for all such men, and if any transportation is required to get the men to the vessel the same shall be furnished by the vessel. The shipping officers of the Marine Cooks and Stewards' Union guaranteeing that men so furnished with transportation will ship and serve for the trip on the boat on which they have been assigned. Nothing in this article shall prevent or prohibit the master or other officer of a vessel shipping union men who may apply to him for a job as heretofore.

SEVENTH. All men furnished under and pursuant to this contract must be satisfactory to the captain of the vessel on which it is proposed to ship them.

EIGHTH. It is understood that the Marine Cooks and Stewards' Union agrees that it will at all times use its best efforts and so far as possible guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lumber Carriers' Association, and further that said Marine Cooks and Stewards' Union will not order or allow its members to go out on strikes for any cause, but will not be required to work under

police protection on any boat. In the event of any difference arising between the two parties hereto as to the meaning or intent of any part of this contract, the said differences shall be arbitrated in the usual way.

NINTH. It is understood that vessels of the Lumber Carriers' Association have the privilege of employing women cooks who have been in their service (The Lumber Carriers' Association).

Wage Scale.

Subject to the foregoing terms and conditions the members of the Marine Cooks and Stewards' Union of the great lakes, do hereby agree that the wage scale is to remain the same as heretofore on steamers and cooks on tow barges to receive the same wages as seaman.

In witness whereof, the Lumber Carriers' Association by its duly authorized committee, as aforesaid, has caused this contract to be made and subscribed on its behalf and the said Marine Cooks and Stewards' Union of the great lakes has caused this agreement to be subscribed and entered into on its behalf by its representatives whose names are also hereunto subscribed at the city of Detroit, the day and year above written.

FOR MARINE COOKS AND STEWARDS' UNION.

E. H. WALLER, Port Huron.
JOHN F. SWEENEY, Chicago.
J. F. FRAZER, Cleveland.
JOS. P. HAUGHTIN, Milwaukee.
EDWARD WALKER, Buffalo.
THOS. LANGELL, JR., Marine City.
HARRY OSBORN, Detroit.
H. L. RUSSELL, West Bay City.

FOR THE LUMBER CARRIERS' ASSOCIATION.

O. W. BLODGETT.
W. D. HAMILTON.
C. H. WEEKS, Duluth, Minn.
C. H. PRESCOTT, JR.
J. A. CALBICK.
H. E. RUNNELS.

(22) GREAT LAKES MARINE FIREMEN AND OILERS.

[Agreement terminating dispute of April 1-17, 1903, described in Table I, page 60, and Chapter III, page 184.]

I.

This Agreement, made and entered into at the city of Buffalo this 17th day of April, 1903, by and between The Lake Carriers' Association, a Corporation of the State of West Virginia, by its Executive Committee, duly authorized, and the Marine Firemen's Local 124, of the International Longshoremen, Marine and Transport Workers' Association, duly authorized representatives. Witnesseth:

FIRST. This agreement is made for the navigation season of 1903, on the Great Lakes for all vessels enrolled or may hereafter be enrolled in the Lake Carriers' Association.

SECOND. It is understood and agreed that steamers covered by this contract shall not be required to carry any more or less men than was the custom previous to 1902, except in cases where men are unable to do the work, then they can apply to the engineer or owner for such additional help as the engineer may deem necessary; and in the event of any difference arising, the same shall be adjusted promptly by the presidents of the parties hereto respectively, who, if unable to agree, shall call in a third disinterested party, and the decision of a majority of these three shall be final and binding.

THIRD. In the event that Firemen's Union, Local 124, I. L., M. & T. A., is unable to furnish sufficient men when called for by the engineer or his representative, he may ship non-union men to fill such shortage for not longer than the ensuing round trip; and such non-union men shall not be disturbed before the expiration of their terms of shipment for the trip as above provided.

FOURTH. It is distinctly understood and agreed that all men working under this agreement shall promptly obey all orders of the executive officers and engineers.

FIFTH. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the trip is completed, and in case he does so desert before the trip is completed, such desertion shall be reported to the Firemen, Oilers and Watertenders' Union, who agree to discipline him and not offer him for shipment for a period of thirty days.

SIXTH. It is further agreed, that all requisitions for men to be furnished under this contract shall be made to the officers or agents of the Marine Firemen, Oilers and Watertenders' Union when not shipped aboard the boat, and, if any transportation is required to get the men to the vessel, the same shall be furnished by the Marine Firemen's Local, who, in turn, shall be reimbursed by the captain or owner (as the case may be) after such men have made the round trip as agreed. Nothing in this article shall prevent or prohibit the engineer of the vessel from shipping union men who may apply to him as heretofore.

SEVENTH. It is also agreed, that the offices of the Firemen's Local shall be kept open until 10 p. m. each day during the navigation season at the ports of Buffalo, Conneaut, Ashtabula, Cleveland, Toledo, Detroit, Bay City, Chicago, South Chicago, Milwaukee and Superior and Ogdensburg.

Wage Scale.

Subject to the foregoing terms and conditions the Lake Carriers' Association and the members of the Marine Firemen, Oilers, and Watertenders' Association do hereby agree to the following scale of wages for the season of 1903:

1. The wages of the men employed in fitting out shall be $1.75 per day while they are not boarded on the vessel. As soon as they are shipped for

the trip and the vessel is in commission the rate shall be the wage fixed by the schedule hereinafter provided.

2. The rate of wages for firemen, oilers, and watertenders shall be at the rate of $47.50 per month until October 1st, and from October 1st to the close of navigation the wage to be $65 per month.

3. After the close of navigation and when the boats are being laid up, the firemen, oilers, and watertenders are to receive sailing wages, with board, or 75 cents per day for board.

4. The engineers on steel tow barges shall receive $70 per month for the entire navigation season.

5. It is the intention of the parties to this agreement that the Marine Firemen, Oilers, and Watertenders' Local shall furnish and supply to all vessels of the Lake Carriers' Association all of the men they require of the classes herein mentioned to the utmost of their ability.

6. It is understood and agreed that the Firemen, Oilers, and Watertenders' Local agrees that it will at all times use its best efforts, and, so far as possible, guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers' Association, and further, that said Firemen, Oilers, and Watertenders' Local will not order or allow its members to go on strike for any cause, but shall not be required to work under police protection on the boat.

7. In the event of any difference arising between the two parties hereto as to the meaning or intent of any part of this contract, the men shall continue to work and said differences to be arbitrated in the usual way.

In witness whereof the Lake Carriers' Association, by its executive committee and president, as aforesaid, has caused this contract to be subscribed and made on its behalf, and the said Marine Firemen, Oilers, and Watertenders' Local 124 of the I. L., M. & T. A., has caused this agreement to be subscribed and entered into on their behalf, by their representatives, whose names are also hereunto subscribed, at the city of Buffalo, the day and year first above written.

JAMES STEWART, *President.*
MICHAEL CASEY.
HARRY JACKSON.
DAN'L J. KEEFE.
J. J. JOYCE.

LAKE CARRIERS' ASSOCIATION,
By W. LIVINGSTON, *President.*
A. B. WOLVIN, by E. S.
H. A. HAWGOOD, by E. S.
HENRY COULBY, by E. S.
EDWARD SMITH,
E. T. EVANS,
By T. MURFORD.

II.

This Agreement, made and entered into in the city of Buffalo, N. Y., April 20, 1903, by and between the Lumber Carriers' Association by its duly authorized committee and the Firemen, Oilers, and Watertenders of the Great Lakes, Local No. 124, of the I. L., M. & T. A., by its duly authorized representatives, witnesseth as follows:

1. This agreement is made for the navigation season of 1903 on the Great Lakes for all vessels now enrolled or hereafter enrolled in the Lumber Carriers' Association.

2. It is understood and agreed that steamers covered by this contract shall not be required to carry any more or less men than the custom that has heretofore prevailed.

3. In the event that the Firemen's Union is unable to furnish sufficient union men when called for by the captain or his representatives, he may ship non-union men to fill such shortage for not longer than the ensuing round trip, and such non-union men shall not be disturbed before the expiration of their terms of shipment for the trip as above provided.

4. It is distinctly understood and agreed that all men working under this contract shall observe and perform and execute faithfully, promptly, and cheerfully all orders given by their superior officers.

5. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the trip is completed. The captain or his representative shall report such desertion to the Firemen's Union; such deserter shall not again be employed under this contract within the next thirty days thereafter.

6. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby to the agencies of the Firemen's Association. A list of the names of such agents with addresses shall be furnished to the Lumber Carriers' Association from time to time, so that they may notify their engineers where to apply for men. Nothing in this article shall prevent or prohibit the master or his representatives of any vessel shipping union men who may apply to him for a job as heretofore.

7. The sleeping quarters of the men shall have good and clean bedding, clean linen furnished each trip, and rooms properly ventilated.

8. The men shall be furnished with good and wholesome food, properly cooked.

Wage Scale.

Subject to the foregoing terms and conditions the Lumber Carriers' Association and the members of the Firemen's Union do hereby agree to the following scale of wages for the season of 1903:

1. The wages of the men employed in fitting out steamers shall be $1.75 per day while they are not boarded on the vessel. As soon as they are shipped for the trip and the vessel is in commission the rates shall be the wages fixed by the schedule herein provided.

2. The rate of wages for firemen shall be at the rate of $47.50 per month from the opening of navigation to the 1st day of October, and from

the 1st day of October to the close of navigation at the rate of $65 per month.

3. After the close of navigation and when the boats are being laid up the firemen are to receive sailing wages with board, or 75 cents per day in lieu thereof.

4. It is the intention of the parties to this agreement that the Firemen's Union shall and must furnish to all vessels of the Lumber Carriers' Association all the men they require to the utmost of their ability. It is understood that the said Firemen's Union agrees that it will at all times use its best efforts and so far as possible guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lumber Carriers' Association; and further, that said Firemen's Union will not allow or order its men to go out on strike for any cause. In the event of any differences arising between the parties hereto as to the meaning and intent of any part of this contract the men shall continue to work and said differences shall be arbitrated in the usual way.

It is mutually agreed by and between the Lumber Carriers' Association and the Firemen's Union that duly authorized delegates or representatives shall be appointed to meet before March 1, 1904, for the purpose of arranging a wage scale and contract on vessels of the Lumber Carriers' Association for the season of 1904.

In witness whereof, The Lumber Carriers' Association, by its duly authorized committee as aforesaid, has caused this contract to be subscribed and made on its behalf, and the said Firemen, Oilers and Watertenders of the Great Lakes, Local No. 124, of the I. L., M. & T. A., has caused the same to be subscribed and entered into on its behalf by its representatives, whose names are also hereunto subscribed, in the city of Buffalo, State of New York, this 20th day of April, 1903, in the year first above mentioned.

For the Lumber Carriers—

W. H. TEARE.
E. L. FISHER.
CHAS. H. PRESCOTT, JR.
J. A. CALBECK.
W. D. HAMILTON.
O. W. BLODGETT.
H. E. RUNNELS.

For the Firemen's Union—

JAMES STEWART, *President.*
MICHAEL CASEY, *Secretary.*
HARRY JACKSON.

For I. L. M. & T. A.—

DANIEL J. KEEFE, *President.*

MISCELLANEOUS.

(23) NATIONAL AGREEMENT IN THE MARBLE INDUSTRY.

[At a joint conference of the executive committee of the National Association of Marble Dealers and the board of officers of the International Association of Marble Workers, held in Buffalo March 16-18, 1903, a joint agreement was signed which, subject to the approval of the membership, will regulate the more important conditions of employment in a large percentage of the finishing departments of the marble industry. These joint resolutions provide for a conciliation board to adjust disputes that cannot be settled by individual employers and the local union;

a nine-hour day after June 1, without reduction of wages; abolition of piece work; abolition of sympathetic strikes and lockouts; preference, for employment, of members of the union, who in return are not to work for outside manufacturers paying a lower wage than the rate paid by members of the Association. See description of Gouverneur marble workers' dispute in Table I, page 32, and Chapter III, page 89.]

WHEREAS, there has heretofore existed a sentiment that the members of the National Association of Marble Dealers and the members of the International Association of Marble Workers were necessarily enemies, and in consequence a mutual dislike and distrust of each other and of their respective organizations has risen, provoking and stimulating strife and ill will, resulting in severe pecuniary loss of both parties; now this conference is held for the purpose of cultivating a more intimate knowledge of each other and of their methods, aims and objects, believing that thereby friendly regard and respect may be engendered and such agreements reached as will dispel all inimical sentiments, prevent further strife and promote the material and moral interest of all parties concerned.

1. That this meeting adopt the principle of conciliation in the settlement of any dispute between the members of the I. A. M. W. and the members of the N. A. M. D.

2. That a conciliation committee be formed consisting of six members, three of whom shall be marble workers, appointed by the International Association of Marble Workers, and three persons appointed by the National Association of Marble Dealers. If a member of the conciliation committee is a party to the dispute or a member of a local union whose member or members are involved, he cannot serve on the conciliation committee in the settlement of the case involved. The president of his national organization shall appoint a member to take his place in the settlement of that particular dispute.

3. Whenever there is a dispute between a member of the N. A. M. D. and the marble workers in his employ (when the latter are members of the I. A. M. W.) and it cannot be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves, or by delegates, give it due consideration. If they cannot decide it satisfactorily to themselves, they may by mutual agreement summon the conciliation committee, to whom the dispute shall be referred, and whose decision by a majority vote shall be final and binding upon each party for a term of twelve months. Pending adjudication by the presidents and the conciliation committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of a vacancy in the committee of conciliation, it shall be filled by the association originally nominating. No vote shall be take except by a full committee or by an even number of each party.

4. That on or before 1st of June, 1903, the N. A. M. D. will run the finishing departments of their factories nine hours per day. The men to receive for the nine hours the same amount of pay as they now receive for ten hours. Any changes in wages that cannot be agreed upon between a member of the N. A. M. D. and his employees shall be settled in the manner provided for the settlement of other disputes.

5. That on or before the 1st of June, 1903, the members of the N. A. M. D. will abolish piece work in their finishing departments, except for the polishing of plumbers' slabs, backs and aprons.

6. That there shall be no sympathetic strikes or sympathetic lockouts in the shops.

7. That the National Association of Marble Dealers recognize the International Association of Marble Workers on and after the 1st of June, 1903, and agrees to give preference of employment to members of the International Association of Marble Workers in so far as the I. A. M. W. can supply a sufficient number of competent workmen.

8. That no member or members of the I. A. M. W. shall work for any person, firm or corporation (not a member of the N. A. M. D.) on the basis of over nine hours per day, or for less wages than those being paid by members of the N. A. M. D. for similar services.

9. That no member or members of the I. A. M. W. shall handle or set any marble that is not finished by members of the I. A. M. W. working on the basis of not more than a nine-hour day and receiving the same wages as are paid by members of the N. A. M. D. for similar services and under same conditions.

10. That any request emanating from and affecting the workmen in the shops (when they are members of the I. A. M. W.) in the employ of a member of the N. A. M. D. shall be presented through and handled by the shop steward only.

11. That, except where otherwise specified, these resolutions shall go into effect this 18th day of March, 1903.

(24) ALBANY BAKERS.

[Terminating dispute of May 2-4, 1903, described in Table I, page 50.]

This agreement, entered into between Journeymen Bakers and Confectioners' Union No. 10, of Albany, N. Y., and the undersigned employing baker, provides:

I. That none but members of Journeymen Bakers and Confectioners' Union No. 10, shall be employed.

II. To employ but one apprentice only.

III. That ten consecutive hours (with the exception of the lunch hour) shall constitute a day's work and the working day end at 7 P. M.

IV. That the number of working days per week shall be but six.

V. That no employee be allowed to board or lodge with his employer.

VI. That the Union Label shall appear on each and every loaf of bread.

This agreement to hold good and binding from May 1, 1903, to April 30, 1904.

(25) GLOVERSVILLE BAKERS.

This agreement by and between Bakers and Confectioners' Union No. 225, of Gloversville, N. Y., and the master bakers signing the same to be and remain in effect from April 1, 1903, until April 1, 1904.

I. None other than Union men shall be employed in any of the shops of the said master bakers of Gloversville and Johnstown and such journeymen bakers must carry a card to signify the same.

II. Only one helper shall be allowed to every three journeymen employed, this applies on each shift.

III. The scale of wages* and classification of workmen shall be as follows:

Foreman on bread, not less than.....	$18 00
Second hand on bread, not less than.....	14 00
Bench or underhands, not less than.....	12 00
Foreman on cakes, not less than.....	16 00
Second hands on cakes, not less than.....	13 00
All underhands on cakes, not less than.....	11 00
Jobbers per day on either bread or cake.....	3 00

Jobbers must be paid daily if they so request.

IV. Time to be set by the foreman pay commences day or night (for labor) all overtime must be paid at the rate of thirty-five cents per hour. The foreman to be paid at the rate of 50 cents per hour.

V. No employee shall be suffered or compelled to work on the following holidays: Labor day, Thanksgiving day, Christmas and New Years days.

VI. Every employer shall pay promptly and in full after the expiration of one week no later than Saturday evening and no wages shall be held back by an employer providing that a man works less than sixty hours in six days, shall receive a full week's pay.

VII. No employee shall be suffered, compelled or asked to do any Sunday work on any pretense whatever.

VIII. No member of this Union shall be encouraged to use any unfair goods of any description whatever.

IX. In consideration of this contract being signed by the parties of the second part and all the provisions therein lived up to, the parties of the first part shall and do hereby grant them the privilege to use all our labels on each and every loaf of bread manufactured and sold by them.

X. A copy of this contract shall be posted in a conspicuous place in each shop and shall not be allowed to be defaced or torn down.

(26) NEW YORK CITY BOILER MAKERS AND IRON SHIP BUILDERS.

[Terminating dispute of January 26-May 14, 1903, described in Table I, page 38, and Chapter III, page 96.]

Memorandum of agreement made this 1st day of May, 1903, between the New York Metal Trades Association, represented by Wallace Downey, N. F. Palmer, Andrew Fletcher, Jr., Christopher Cunningham and George Fox; and District Lodge No. 2 of the Seaboard of the Brotherhood of Boiler Makers and Iron Ship Builders of America, represented by T. R. Foy, W. F. Cochran, J. Kay, J. Woodside and T. R. Devlin and F. J. McKay and D. A. Malloy.

Witnesseth: That the custom prevailing in regard to hours of work in the several plants of the members of the New York Metal Trades Association shall be continued.

That boiler makers, riveters, chippers and calkers shall receive $3 per day, and flange turners, angle smiths, layers-out and fitters-up shall receive five per cent advance.

That all overtime remain as at present, and overtime shall be dispensed with as far as possible.

Only straight time will be allowed for time worked on Saturday afternoon, but a half-holiday on Saturday afternoon without pay may be granted by arrangement between the employer and workmen.

*The report of the Union states that the scale of wages, being based on the summer schedule, involved an advance of $2 a week for all classes and 30 cents an hour for overtime.

When any workman is discharged or laid off, he shall be paid without unreasonable delay.

When a workman leaves the service of an employer of his own accord, he will receive the pay due him at the next regular pay day.

There shall be no restriction or discrimination on the part of workmen as to the handling of any materials entering into the construction of the work upon which they are employed.

There shall be no limitation placed upon the amount of work to be performed by any workman during working hours.

There shall be no restriction as to the use of machinery or tools, or as to the number of men employed in the operation of the same.

There shall be no restriction whatever as to the employment of foremen.

There shall be no sympathetic strikes called on account of trade disputes.

No person other than those authorized by the employer shall interfere with workmen during working hours.

The employer may employ or discharge, through his representative, any workman as he may see fit, but no workman is to be discriminated against on account of his connection with a labor organization.

Necessary carfares and ferriages shall be paid to workmen when they are sent from plants to jobs.

In cases where misunderstandings or disputes arise between the employer and workmen, the matter in question shall be submitted to arbitration without strikes, lockouts or the stoppage of work pending the decision of the arbitration.

Each member of the New York Metal Trades Association affected by this agreement shall be held individually only for the performance of the same, and his or its violation of this agreement shall subject such member to expulsion from the association.

The above rules and regulations to continue for one year from May 1, 1903.

In consideration of the strike at the yard of the Townsend-Downey Shipbuilding Company being declared off immediately, this company agrees to conform to the hours of work prevailing in other yards of the members of the New York Metal Trades Association.

In witness whereof the parties to this agreement have signed the same in duplicate the day and year first above written.

New York Metal Trades Association—

By WALLACE DOWNEY,
N. F. PALMER,
ANDREW FLETCHER, JR.,
CHRISTOPHER CUNNINGHAM,
GEORGE FOX.

District Lodge No. 2 of the Seaboard of the Brotherhood of Boilermakers and Iron Ship Builders of America—

By WILLIAM F. COCHRAN,
THOMAS R. FOY,
JAMES KAY,
THOMAS DEVLIN,
JAMES WOODSIDE,
FRANCIS J. MCKAY,
DAVID A. MALLOY.

(27) NEW YORK CITY CLOAK MAKERS.

[Terminating dispute of August 19-September 4, 1903, described in Table I, page 48.]

Memorandum of agreement made by and between The Black Co., a New York corporation, party of the first part, hereinafter called the Employer, and Locals 1, 6 and 9 of the International Ladies' Garment Workers' Union, party of the second part, hereinafter called the Union, to wit:

WHEREAS, The said Employer desires to secure the help and services of skilled cloakmakers, and,

WHEREAS, The said Union consists of skilled cloakmakers and undertakes to render to the said Employer such services, it is now, therefore, agreed by and between the parties hereto:

I. The said Employer hereby engages the Union to perform for him all the tailoring, operating, pressing and finishing work required by him, and the Union agrees to do the same at the prices hereinafter mentioned, namely: For pressing and sample making, the sum of sixteen dollars ($16) per week for every male, and twelve dollars ($12) per week for every female hand, it being expressly understood and agreed that no more than one presser's helper shall be employed in the factory, and for all other work in accordance with the price list hereto annexed and made part hereof; all prices on new styles of garments not included therein are to be determined by the said Employer with the concurrence of a committee of the operators and tailors employed in said factory, reference being had to the prices of similar garments in said list contained; it being expressly understood and agreed that no authority is hereby given to the hands employed in said factory to modify the terms of this agreement from piece to week-work rates.

Cutters shall be paid twenty-four dollars ($24) weekly.

Wages shall be payable on Tuesdays and Saturdays.

II. Every hand shall be furnished with a book wherein the Employer shall make an entry of all the work assigned by him to the holder of such book and the agreed prices for such work; such entry to be made at the time the work is assigned, and as soon as the same is delivered it shall likewise be checked off in the book by the Employer.

III. None but members in good standing in the Union shall be permitted to work at the factory of the Employer. The said Union shall be credited with all the work performed by its several members at the said factory, but the said Employer may account directly with each said member for the work done by him or her, and to pay to him or her the amount due therefor in accordance with the prices aforesaid, such payment to be charged to and accepted by the Union as payment, it being expressly understood that no employee shall have authority to receive payment for work done by any other employee.

IV. No hand supplied by the Union to the said Employer shall be laid off by him before the expiration of this agreement except at such times during which there shall be no work in said factory, it being understood and agreed that in case there will not be sufficient work to keep all hands occupied all the time, then all the work on hand shall be distributed among the said hands, and the week hands shall be put on half time, to wit: Each to work only three days a week, so as to furnish for all week hands

work in rotation, except that the presser may be employed at full time in preference to the other pressers.

V. The Union shall likewise perform all tailoring, operating, pressing and finishing work required to be done on the orders placed by the Employer with contractors, provided that the said Employer shall engage no contractors except upon notice to and with the written consent of the Union.

VI. Upon the failure or refusal of any contractor of the Employer to pay for work done by any member of the Union the amount due shall be paid by the Employer. The Employer shall discharge within three days after the receipt of notice from the Union any contractor violating his agreement with the Union.

VII. The working hours of the hands employed on the work of the Employer shall be from 8 o'clock in the morning until 6 o'clock in the evening, with 1 hour recess for lunch, this to constitute one work day, and one day in the week, to wit, Sunday, shall be designated as a day of rest. No hand shall be permitted by the Employer to take work to his or her home.

VIII. The Union shall have the privilege to have a shop delegate selected from among the hands employed in the factory to preserve order among them, and a duly authorized officer, representative or committee of the Union shall have access to the said factory to confer with the hands therein employed.

IX. The fees of counsel retained by the Union to draw this agreement shall be paid by both parties equally.

And furthermore this agreement witnesseth, that whereas it is understood and agreed by and between the said parties that in the event of a breach of this agreement by the Employer the Union would suffer great losses and damages, the amount whereof is incapable of exact ascertainment by computation or otherwise;

NOW, THEREFORE, it is further agreed by and between the said parties,

That in the event of a breach of any of the covenants, conditions or provisions of this agreement by the Employer, he shall pay to the Union the sum of one thousand dollars ($1,000) as liquidated damages, it being, however, understood and agreed that the damages that may be sustained by the Employer in the event of a breach of this contract by the Union shall not be liquidated hereunder, and he shall be entitled to recover the full amount of damages in such case by him actually sustained.

X. This agreement shall take effect at once, and continue until the 1st day of January, 1904.

In witness whereof the Employer has caused this instrument to be signed by one of its officers and the Union has caused these presents to be signed by one of the officers, and its seal to be affixed hereto this 8th day of September, 1903.

(Original signed.)

THE BLACK CO.

UNITED BROTHERHOOD OF CLOAKMAKERS NO. 1, OF NEW YORK AND VICINITY.

M. KIRSHENBAM, *Business Agent.*

(28) NEW YORK MANHATTAN HEBREW COMPOSITORS.

[After a general strike of a half day's duration by the members of the Hebrew-American Typographical Union No. 83 employed on Jewish newspapers and in job printing establishments on the lower East Side, an agreement was entered into on February 24th by the employers and the union for a period of two years. By the terms of the compact the wages of job compositors and typesetting machine operators were raised $2 per week, from $13 to $15, while floormen, make-ups and hand compositors engaged in setting display advertisements on newspapers received a weekly advance of $3, from $15 to $18. Several years ago this union established a four-hour day for men working on machines in the daytime and a three-hour day for operators regularly employed at night. Under the old schedule learners on machines were paid $14 per week, eight hours constituting a day's work—four hours at the machine and four hours at the case. The new scale provides that machine learners shall not work more than four hours per day, at $10 per week, and must not be employed at the case. The agreement and wage scale follow.]

Articles of agreement made and entered into this 24th day of February, 1903, by and between the Hebrew-American Typographical Union No. 83, party of the first part, and....., publisher, party of the second part, as follows:

FIRST. The party of the first part hereby agrees to and with the party of the second part to furnish to the said party of the second part all the compositors, typesetting machine operators, make-ups, learners for typesetting machines, etc., which said party of the second part may or will require for the purpose of issuing or publishing newspapers or any other publications, or printed matter, to be published by it; and it is understood by and between the parties hereto that all the men furnished by the said party of the first part shall be competent and skillful in the respective branches of their employment.

SECOND. And the said party of the second part in consideration of the above mentioned premises, agrees to and with the said party of the first part, to employ none but members in good standing of the party of the first part.

THIRD. And it is further agreed that the party of the sceond part shall and will truly pay to the employees furnished by the said party of the first part as aforesaid, the prices set forth in the scale of prices adopted by the said party of the first part in January, 1903, and annexed to this agreement and made a part of it.

And it is also agreed that the employees furnished by the party of the first part to the party of the second part shall be paid weekly all they may and will have earned for that week.

FOURTH. And it is further agreed and understood by and between the parties hereto, that the party of the second part shall not discharge the employee or employees furnished by the said party of the first part as aforesaid unless either there will not be enough work for all the men, in which event the last employed shall be discharged first, or on a charge duly submitted to the party of the first part and found after investigation by said party of the first part to be justified.

FIFTH. And it is further agreed by the parties hereto, that all duly accredited officers and committees of the said party of the first part shall at all times have free access to the composing room of the party of the second part.

SIXTH. And it is further agreed and understood by the parties hereto, that this agreement shall be in full force for the term of two years from its date.

SCALE OF PRICES, HEBREW-AMERICAN TYPOGRAPHICAL UNION NO. 83. (ADOPTED JANUARY, 1903.)

Job Offices.

1. Compositors shall receive not less than $15 per week. Eight hours shall constitute a full day's work.
2. Overtime, 50 cents per hour.

Machine Offices.

1. Compositors working at the case, setting ads, making up, etc., shall receive not less than $18 per week. Eight hours shall constitute a full day's work. After 7 p. m. six hours shall be a full day's work.
2. Overtime, 75 cents per hour.
3. Operators of typesetting machines shall receive not less than $15 per week. Four hours shall constitute a full day's work.
4. Overtime, per hour, till 7 p. m., 73c.; after 7 p. m., 83c.
5. Learners on typesetting machines shall receive not less than $10 per week. Four hours shall constitute a full day's work.
6. Learners shall not work at the case.
7. The time for learning to operate a typesetting machine shall not exceed two months. The standard of competency to be 9,000 ems in four hours.
8. All work done on machines, where two sets are employed, in excess of eight hours, between the hours of 7 a. m. to 5 p. m. shall be charged as overtime.

Provided, however, that in offices where three sets are steadily employed no overtime shall be charged till 7 p. m., and in such cases the work-day shall be between 7 a. m. and 7 p. m.

9. Three hours on the machine after 6 p. m. (or 7 p. m.) shall be considered a full day's work.
10. Operators must be taken to the machine from the case, according to the priority law of the union.
11. The machine-tenders shall be members in good standing of the International Typographical Union.
12. No paper shall use any composition, stereotype plates or electrotypes of reading matter or advertisements, which have been taken from another paper, unless said paper belongs to the same proprietor and is published in the same establishment. The mail list, when set by hand, and all changes and corrections of the same, whether set by hand or on machine, shall be done by members of the Hebrew-American Typographical Union No. 83.

(29) NEW YORK CITY WRAPPER MAKERS.

[Terminating dispute of July 1-22, described in Table I, page 50.]

Memoranda of agreement made and entered this ..... day of ....., 1903, by and between the Ladies' Wrapper Makers Union, party of the first part, and ..... party of the second part, as follows, viz.:

FIRST. Said party of the first part hereby agrees to and with said party of the second part to furnish said party of the second part all the operators, finishers, button-hole makers and examiners, which he, said party of the second part, may or will require, and said party of the first part hereby also agrees that all the so furnished employees shall and will be competent and skillful in the respective branches of their employment as workers on ladies' garments, on which said party of the second part hereby agrees to employ them at his place of business.

SECOND. And said party of the first also agrees to and with said party of the second part, that all and each of the employees furnished to as aforesaid shall and will exert themselves to the best of his or her best abilities for the benefit of the party of the second part, and that they, and each of them, shall and will do their work in a reasonable good workmanlike manner. And that during the working hours they, and each of them, shall and will attend to the work, and behave properly.

THIRD. And said party of the second part therefore agrees to and with the said party of the first part, to employ none but bona fide members of the union, that is to say, that all the employees which said party of the second part shall and will employ for the purposes of manufacturing ladies' wrappers, shall and will be members in good standing of the party of the first part.

FOURTH. And it is also agreed that the prices set forth in the schedule hereto annexed shall and will be the prices which party of the second part agrees to pay to his several employees, and that said party of the second part will not deduct any of the prices nor will party of the first part demand an increase of the prices during the entire term of this agreement. It being hereby also agreed that neither of the employees mentioned in said schedule shall or will be discharged before the end of this agreement, unless for a good and just cause. And it is agreed that a good cause for discharge should be deemed when an employee in good health fails to report to work for three days in succession.

FIFTH. And it is also agreed that party of the first part shall at no time order a strike, or suffer a strike to be ordered for any cause whatsoever, on the premises of the party of the second part, except in case of any breach of this agreement. And that in case of any difficulties with party of the second part, said difficulties are to be, and will be, submitted for arbitration in the usual form and way.

SIXTH. And it is also agreed that fifty-four hours shall and will constitute a week's work, and that the employees furnished to party of the second part as aforesaid shall be paid their respective wages or salaries every Monday, regularly.

SEVENTH. And it is also agreed that party of the second part shall and will furnish to employees, secured to by party of the first part as aforesaid, all the machines and materials, and keep said machines in good repair, at his own cost and expense.

EIGHTH. And it is also agreed that party of the first part shall and will have a right to send to the place of business of party of the second part, mentioned heretofore, a duly accredited representative to ascertain whether all of the terms of this agreement are carried out by all parties concerned.

NINTH. And it is agreed that party of the second part deposits with party of the first part ..... of even date, to secure the wages and prices of the employees, as set forth in the schedule hereto annexed, for the entire term of this agreement. And it is further agreed that the sum of ..... shall and will be the amount of final and liquidated damages, which one party herein agrees to pay to the other in case of any breach of the terms of this agreement by such party.

TENTH. And it is agreed that this agreement shall take effect immediately, and remain in force until the .....

Witness hands and seals the day and year first above written.

Price List.	Cents.
Side gores	6 – 8
Closing	5½– 7½
Sleeve throwing	8 –10
Linings	6½– 7
Collar throwing	8
Collar sewing, trimming and stitching	6

Price List.	Cents.
Sleeve making	8–10–11
Bottoms	5½– 6
Front raising	5½– 7½
Sewing three-piece skirts	3
Sewing skirts, for each additional piece over 3 extra	½
Skirts, setting	7 –10
Shoulder closing	3½
Gathering	3½
Hemming	3
Back sewing	2½
Back pleating	3 – 4
Sleeve raising	4
Belt sewing	2½
Finishing buttons	1
Finishing hooks	1½
Back pieces	2
Button holes	1
Folding	3

(30) TROY PAPER MAKERS.

[Agreement terminating dispute of March 23-26, described at page 44 of Table I.]

FIRST. It is hereby agreed that 65 hours shall constitute a week for all members of the second part.

SECOND. All grievances shall be decided by the superintendent of the mill and a committee to be appointed by the party of the second part, and in case they cannot agree, the President of the party of the first part and the International President of the party of the second part, together with a third party to be agreed upon by said Presidents shall have full power to settle all grievances, and their decision shall be final and binding on both parties hereto.

THIRD. It is further mutually agreed that any action heretofore taken by the party of the second part, or any members thereof, shall not be used by the party of the first part against them, and all members thereof shall retain their present positions.

FOURTH. It is hereby mutually agreed that there shall be no discrimination against the employment of members of the party of the second part, or those men now in employ of the party of the first part, who are not members of the party of the second part.

FIFTH. The party of the first part agrees to give party of the second part the privilege of filling vacancies with competent men in a reasonable length of time, provided the party of the first part has not already men belonging to the party of the second part to fill such vacancies.

SIXTH. It is further agreed that this agreement shall be in effect and be binding upon the parties hereto from March 31st, 1903, to and including March 31st, 1904.

(Signed and sealed) JOHN A. MANNING PAPER COMPANY,
By John A. Manning, President.

(Signed and sealed) INTERNATIONAL BROTHERHOOD OF PAPERMAKERS,
By John Durrah,
S. Metcalfe,
A. F. Brown,
Constituting a Committee from Local No. 17, located at Troy, N. Y.

Part V.

Proposed Legislation on the Subject of Industrial Arbitration.

IS AUTHORITATIVE ARBITRATION INEVITABLE?*

BY PROF. JOHN B. CLARK OF COLUMBIA UNIVERSITY.

For the first time we are seriously considering whether disputes between employers and employed shall be settled by compulsory arbitration. Whenever hitherto this question has been raised, it has been answered by a prompt and decided "No." The example of New Zealand, however, has had some effect upon us, and the disastrous strike of coal miners has had more. The multiplying of strikes in which the interests of the public are sacrificed, while the government finds no constitutional way to protect them, thrusts upon us the question: How much longer shall quarrels that result in stopping the supply of necessary articles be regarded as private affairs? Strikes which make fuel scarce and dear, or cause food to perish in warehouses, or stop the carrying of goods and so interfere with industries generally, are things which a state should never tolerate. Yet the privilege of striking is a part of the system by which wages are adjusted. Workers have something to sell, and they must be able to withhold it if they are to have an effective voice in fixing the price that they will get. In most cases it may not be necessary actually to withhold it, but an ultimate power to do so is inherent in our system of bargaining. The public suffers every time that this ultimate expedient is used, and it is now used constantly and on a very large scale. Our country is never at peace and many of the internal wars which rend it are so great that they involve an appalling amount of harm and danger.

The consolidation of industries has already gone so far that a strike in one of them may cut off nearly the whole supply of some article; and it may be an article that the public cannot consent to be deprived of. If it is a necessity for the poor, the injury which the stoppage causes is most grave; but even though it be not an absolutely necessary article, and even though the consumers of it be not the very poor, the sudden closing of the sources of supply harms a vast number of people who have no part in the pending dispute but do have an undoubted right to protection. Trusts have made strikes injurious and dangerous, and may soon make them unendurable.

Under the old system of competition the evil was relatively trifling. The stoppage of work in one shop out of a hundred did not gravely affect consumers of the product there made, for other producers supplied the goods that were called for. When a trust controls nearly the entire output of some variety of goods, a quarrel that stops production is a very different matter and calls for very different treatment. Under a régime of consolidation continuity of service is a hundredfold more imperative than it was under the former régime of independent establishments. Moreover, when a strike cuts off the supply of some needed article and the public demands that the important service to itself be resumed, the exasperating phrase "nothing to arbitrate," which is sufficiently inaccurate as a description of

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the relation of two parties in any open quarrel, becomes preposterous. The people who need products have a *prima facie* claim that work shall go on, and a question to be adjudicated is, on what terms as to wages, hours of labor, etc., the state may compel work to go on without doing a wrong to employers or to employed.

If the question whether or not arbitration shall be insisted on is to be decided on broad grounds of equity, and if the rights of the public are to be considered, the reasoning which proves that we must have such arbitration is short and conclusive. The people have a right to continuous service. In enforcing this right they must see that justice is done between employers and employed. They must not order employers to pay whatever the men may demand, but they must see whether the men's demands are or are not just; and if the former proves true, the people's demand for continuous service becomes just also. Testing the equity of the demands is arbitration, and is essential as preliminary to the requirement that a necessary service of the public be continued. When conciliation fails, arbitration alone can protect the people on the one hand and the contestants on the other. A resort to it should be required.

One of the premises of this syllogism will not go unquestioned, namely, that justice between employers and employed can be insured by means of tribunals of arbitration. If this is not possible, the public will certainly be slow to force arbitration on contending parties. This measure may, in any case, have opposition to encounter from corporations and from those trade unions which are able, at need, to maintain the fiercest strikes. Partly from a distrust of courts of the ordinary kind, which extends itself over tribunals for settling disputes as to wages, and partly for a less legitimate reason, strongly organized bodies of workmen may prefer to make contracts with their employers, with a strike in view in case negotiations fail, and, as a last resort, to fight the issue through to the bitter end, rather than to allow any one besides the contending parties to have anything to say in the matter. It is in this last resort that the rights of the people as a whole suffer, and that, too, in a way that cannot always be endured. If the discovery is made that even the interests of the parties in an industrial quarrel are safe in the hands of a rightly constituted tribunal of arbitration, it will be clear what policy is sound and equitable. We must provide every needed safeguard for the interests of employers and employed, but we must no longer allow them to rend society by their quarrels.

From another point of view the argument in favor of requiring by law the acceptance of arbitration when offered, appears equally conclusive. Trade unions are formed for the purpose of making collective bargains; but they do not content themselves with that function. They assert a certain ownership of their jobs, in that they not only strike, but stand guard over the places which they vacate and deter other men from taking them. The "persuasion" that is used to accomplish this purpose is by no means wholly of the moral kind, and the non-union man who is on the point of accepting the job that is offered to him finds presented to him such encouragers of hesitancy as boycotts and personal abuse, followed, at need, by courses of brickbats and cudgels, if not of bombs and rifles. The civil law theoretically protects him, but it is not enforced to a degree

that gives effective protection. It suppresses riots when they have become violent enough to be a menace to the public, but within large limits it lets the men vindicate in their own rude way the right of tenure of place which they claim. There is some reason for this besides the cowardice of officeholders; for if the public demanded the rigorous enforcement of law and the complete guaranteeing to every man, whether in a union or outside of it, his constitutional right to take work that is offered to him, political subserviency would make the officials enforce the law instead of winking at the violation of it. There is something in the attitude of the general public that makes the enforcement difficult, and what that is we must try to discover; but, as bearing on the question of arbitration, the main point is that this reluctance to give full protection exists and is a factor of the first importance in the industrial situation. Men may vacate their places and prevent others from filling them, thus establishing an irregular monopoly of a field of work and guarding it in a way that creates a kind of anarchy. There is an obvious defiance of law and a clear and often flagrant interference with the rights of other men, and the states persist in winking at it—for a reason.

We shall see that the latent reason for this course on the part of state governments is an undefined feeling that a rigorous enforcement of the law might defeat bodies of strikers who are making just claims. "Strike breaking" might conceivably be accomplished in a way that would force even organized labor to take less than a natural rate of pay, and a rude perception of this fact makes the public reluctant to give to employers a free hand in coping with strikes. As between tolerating the freest breaking of strikes through imported men and tolerating anarchy, the states have, with much wavering, accepted a limited amount of anarchy. The national law that forbids the bringing of men under a contract from foreign countries, the state law which—partly, indeed, on the ground of protecting life in a dangerous employment—demands two years of service in the coal mines before one can work as a miner, and thus makes it difficult to work mines at all if the certificated miners strike, are indications of the actual temper of both officials and the mass of the people as to this issue; while, as an extreme case, the proposal of a certain governor to shoot down with Gatling guns bodies of negroes who might be imported into his state to take the places abandoned by a body of strikers, is an indication of the manner in which a certain type of official gauges the attitude of the people to whom he caters. The public is not quite ready for free strike breaking, involving, as it does, a relentless thrusting out of their places of men who are temporarily refusing to work. And yet no right-minded man is ready to accept and legitimate the anarchy that results from letting the men prevent this in their own way. We are pursuing a wretched, compromising course, protecting non-union workers sometimes and abandoning them at other times, and seldom giving the amount of protection that would make life and limb, family and property completely safe.

What is the inference? If the state shrinks from doing its duty to the independent workers for fear of doing an injustice to the strikers, there is one obvious course for it to pursue: it must test the justice of the strikers' claims and govern its course by the result of the test. If the men are

asking what is fair, let their claim to a tenure of place be respected. Give them the preference over other men, even though, for the moment, those other men might offer to work more cheaply. A difference in the character of the work done may justify the difference in pay. If the strikers demand more than is fair, announce a fair rate and let them have the option of taking it. If they reject this, open the field to any one who will come into it and work. Give to the incoming men the fullest protection that police power, backed at need by military power, can give. Public sentiment will, on these conditions, demand and justify the fullest enforcement of law, since the fear of doing an injury to the striking workmen will have been removed. There will be no feeling that strikers should be allowed to claim what is unjust and still drive off their competitors.

What, however, is justice in this case? Is there any rule which affirms that, as a compensation for labor, so much is right and more than this is wrong? Can any tribunal detect and apply a just standard of wages? This is the deepest question that can be raised in this connection; and if we answer it, we shall have an additional light on the real but unformulated motive that governs the public in its tolerance of misrule resulting from strikes. Why is there any injustice done by the freest possible strike breaking? Why should we not bring men from any section of the country to fill places that stand vacant because of a strike? If there is any sound reason for objecting to this, it is because there is a fair standard of wages, and strike breaking might force the actual pay of workmen below that standard.

We may accept the fact that in the adjusting of wages, nature, in the main, has its way and that cosmic forces, which we are beginning to understand, assign to labor a general rate of pay. This rate of pay depends on the productive contribution which labor makes to the income of society. The men in a mill do not get what they and the mill together produce, but under normal conditions they tend to get something approximating the part of that joint product which they may fairly regard as solely the fruit of their own labor. So much of fairness is there in the more general results of free competition. Actual wages vary now more and now less from this ideal standard, but deep acting influences cause them to hover about it. What we have to decide is, by what mechanism we can come nearest to realizing these results. Will the verdict of a court or such a savage combat as a strike presents call into the more effective action the forces that tend to reward labor fairly? If the former, the reasons for employing the courts are decisive; for there is no question as to the waste, the suffering and the positive danger to the public which strikes entail. Tribunals of arbitration, if they are good on the economic side, are certainly so on the social and moral sides; for they promise to remove a serious menace which hangs over government by the people. They substitute for an influence that brutalizes men, one that develops their sense of justice, fosters a law-abiding spirit and makes possible a more fraternal feeling toward the employing class than is possible when contracts with them are based on the issue of savage fights.

Will courts of arbitration, then, act as a mechanism through which natural law will assert itself, or will they set such law at naught and act capriciously and corruptly? This is the great question, and it would be

rash to claim that we can answer it in an entirely positive way. It is possible, however, to show that if the tribunals are rightly constituted, they will take account of the natural laws of distribution and that there is little danger that the rates of pay which they assign will vary more widely from the normal ones than do the rates established under present methods. There is, moreover, little probability that they will be corrupt.

The basis of the claim that a workman makes is the fact that his presence in the mill causes a certain increase in the output of it. If he were to leave the mill and the employer were to get on without him, there would be fewer goods made in a year. The work could go on with the original amount of capital and with one man less; but the product would be less than it formerly was, and the reduction would be due entirely to the withdrawal of the labor. The amount of this reduction measures the productive power of one man's work. Restore this labor, and you add a like amount to the product, and in this case the addition to the product measures the amount that can be attributed to the restored labor alone. If a shop representing a hundred thousand dollars' worth of capital and a hundred men produces a hundred cases of goods in a week, and if the same shop with ninety men produces ninety-three cases per week, then seven cases are attributable to the labor of ten men, and the weekly pay of each man should be the value of seven-tenths of a case. When one demands that amount as his weekly wages the employer can give it, without impairing his own interests, since the man can produce it and can get it elsewhere if competition is active. Let him offer himself to another employer in the same line of business, and he virtually offers to increase the weekly output of this other man's mill by seven-tenths of a case of goods. He is virtually offering that quantity of goods for sale and if one employer will not pay for it, another probably will. The productive power of a unit of labor determines the pay of a unit. That is the rule, and the conditions of the market are a rude means of testing and enforcing it.

This is more than a mere theoretical truth. It describes indeed what would take place if economic forces operated in perfection. With labor ideally mobile and with competition ideally free, this result would be accurately reached and the pay of every worker would perfectly correspond with his true productive power. With all the disturbances that economic laws encounter, *the standard about which wages fluctuate* is the one that is described in the theoretical case. The pay of a weaver, a dyer, a molder, a puddler, etc., is his true product plus or minus something, and the plus or minus quantity is determined by the obstructions which the general economic law encounters. It is the duty of the economist, after ascertaining what is the standard of pay, to study the obstructions which cause rates to vary from it. There is a limit to the deviations from the standard which wages show. Under the present system of adjustment they hover about it, and a court may be able to make wages conform still more nearly to the standard, and that too *without consciously appealing to it or even knowing what it is.*

If tribunals give about the same rates that generally prevail, they will at least insure a rough approach to what is normal, and the service which they will then render will be the saving of waste and the ending of strife. What we need to know is, under what conditions courts can act in this

way, and under what conditions they can do more and give a better distribution of wealth than can be had without them.

Labor unions are justified by the necessity for collective bargaining between employers and employed. The organization of unions places on fairly equal terms the parties in the contract by which men are hired. With one corporation owning the industrial capital of a village, and with the labor unorganized, the men may compete with each other for employment, while the capital cannot compete with itself, but acts as a local monopoly. In hiring any particular man the company can utilize the fact that it does not need him, and if he does not want to work on the terms that it offers, it can get another man to take his place. A few men out of employment may serve to bring down the wages of a large number. The few may make it impossible for the many to exact pay that corresponds with their productive power. Men must have work if they are not to starve, and they will lower their demands till they get it. If the employment of these men displaces others who were better paid, those who are newly displaced may go through a similar discipline till their needs force them to accept work on equally low terms. Others, again, take their place in the company of the unemployed, and thus, by a sort of rotation, the force of workmen can be dealt with in detail and made to accept unnaturally low pay. The lever which a slight excess in the number of laborers puts into the hands of a monopolistic employer may thus be worked most effectively, with a result that is disastrous for working men.

Such was the original and generally sound reason advanced in justification of the organization of labor. It checks this rotation by which a few men out of work cut down the pay of many who have work. Unions cause wages to be fixed, not by what some man who is helpless and needy may be willing to take, but by what a whole working force can be replaced for. If the union strikes and the mill is deserted, the few men who could be gathered together from the vicinity would not enable it to run. A large force would have to be secured; and if this force could be had only by hiring men from other employments, it could be had only for a rate of pay that more nearly corresponds with its productive power. If the employer, instead of taking on his own terms the labor of a few hungry and unfortunate men, must hire on their terms men who have other employments open to them, he must pay something that is near to the natural rate of wages, as it is determined by the productive power of labor.

What is true of a local organization of labor acting in a circumscribed market is true of a national organization operating in a large country. Make the union big enough to include most of the workers in the country, and it can do in the large field what the small union did in its locality. It can put employers and employed on a certain strategic equality in their dealings. The great mass of capital will deal with a correspondingly great mass of labor, and the presence of men here and there out of work will not disastrously cut down the wages of the entire force. If a strike occurs on a national scale, and the employing corporation seeks an entirely new force of men, it must get them by hiring those who can command a rate of pay approximately that which their productive power merits.

Without union, the rate of wages would fluctuate below its standard; men's actual pay might approach a fair rate again and again, only to fall

away from it. With union the actual rate might vary about the fair one. This assumes that no force is used by union workers in fighting off competing men. The freedom of every man to work where he pleases is respected. The men in mills are organized, and when they strike the mills are completely vacated; but nothing is done to terrorize or injure new men who may come to run it. The power of the strike lies in the fact that the union is large, and that outside of it trained men cannot be had in numbers sufficient to fill the places which are vacated, while even untrained men of good personal quality can be had only at a fair rate of pay. A purely economic power is thus at the disposal of the labor unions, and there is in the using of it nothing that savors of monopoly. What the men gain they gain by making competition fair instead of unfair.

This gives us, however, only a starting point in the study of trade unions as they are and of strikes as they actually take place. The condition is not thus normal. While labor is incompletely organized the trade union is under a strong pressure impelling it to do more than merely strike for higher pay, in the confidence that good men from elsewhere cannot easily be had to occupy the vacated positions. At present men of fair quality can often be had for this purpose, and in threatening and attacking these men, strikers have the feeling that they are defending what is their own. Nothing would seem to be clearer than that working is an innocent act and that every man has the inalienable right to perform it. Attacking a man for working where he is wanted is certainly lawless, and the policy of permitting such attacks is, as we have said, surrendering to a sort of anarchism. Shall we apologize for this and try indirectly to legitimate it? To some extent the public does tolerate it; and the reason for this is, that it perceives that to allow "strike breakers" to be gathered from various parts of the country and brought to a section where a strike is pending, is to restore the condition from which workers were originally delivered by the formation of local unions. The general unions are not now large enough to accomplish by mere numbers their purpose of making it impossible to fill their places when they strike. If, thanks to cheap transportation, a force can be made up of men who have been out of work and are needy, what they will take is no fair gauge of what labor can produce and ought to get. The public permits coercion to go to a certain length because in its "subliminal consciousness" it perceives that otherwise even organized labor cannot always appeal effectively to a natural law of wages. What it can get may fall short of what it produces. Some perception of this fact is at the bottom of the half-recognized right of tenure which workmen claim in connection with their positions. The unionist feels justified in calling by a vile name a man who "takes his job." The right of this other man to work seems clear, and yet in the public mind there is a dim recognition of a property right in the position. Employers partly recognize this when they do not try to scale down wages to the lowest amount that men can be hired for. There is coming to be an established difference between what organized labor gets from successful employers and what idle men will take. This difference, if it is legitimate, affords a key to the solution of the problem of arbitration. We may assume, for the moment, that what needy men can be hired for is less than what labor normally produces, and that to make that abnor-

mally low rate the standard of wages is to injure the entire working class. We may assume that a trade union which is not a powerful monopoly and does not sustain the pay of its members too far above this standard gets about what labor, of the grade that it represents, actually produces. We may further assume that a very powerful union, which limits the number of its members and successfully clubs off all competing labor from its field, may get wages that are distinctly above the natural rate as fixed by productivity. These assumptions rudely correspond with present facts, and the problem is how to avoid two intolerable conditions between which we are now choosing. If competition is allowed to work in the harsh form in which workers have learned to dread it, wages will be abnormally reduced: while if it is prevented from so working by cudgels and brickbats, the result is a kind of anarchy on the civil side and, on the economic side, monopoly, by which a few workmen make gains at the cost of the many. What we actually have is a limited amount of anarchy on the one hand, and on the other monopoly which the public endures because it now has no way of reaching a certain result without it.

Constituted, as courts of arbitration would be, of representative laborers and employers, they would be in no danger of establishing the lowest rate of pay for which men could be hired. If workmen, employers and the public now recognize the claim of union men to more than this amount, the courts will of course recognize it. They will not lay down the principle that the least that any man will take is the most that others can claim. On the other hand, will they sanction the "grabs" that some unions, by crude force, are able to make That would be legalizing the quasi-robbery of one part of the working class by another. Would they apply independent and scientific tests to determine how much is produced by labor of each grade and announce decisions based on the result? They would clearly be unable to do this, since there is available no such extensive economic laboratory as tests of this kind would require. The only laboratory available is actual working society, and by the aid of this a court could arrive at a fair result. It could, for example, ascertain what is the average pay of labor that is efficiently organized and yet is not monopolistic, and it could make this amount the general basis of its awards. It might treat as legitimate a certain difference between the pay of union labor and that of other labor, while setting a reasonable limit on the amount of this difference. Courts of arbitration could ascertain whether a particular union is or is not building a fence about its field of labor and arbitrarily excluding men who have a natural right to enter it. In short, they could invoke that common-law principle which is destined to be the sheet anchor of every state in the turbulent sea which modern industrial conditions create, the principle, nâmely, that monopoly is everywhere contrary to public welfare: conceding to unions all that they can gain without becoming monopolies the courts could deny to them whatever can be had only through the principle of exclusion and extortion. This could be done by taking as the standard on which awards shall be based the rates of pay that men generally get by the aid of unions that put no artificial barrier in the way of the natural movements of labor. Under such a system as is here suggested there would still be a market for labor, and in that market wages would be

adjusted by a play of natural forces. Competition would be greatly modified, but it would not be extinguished, and free contracts between employers and employed, without any resort to tribunals, would in most cases adjust rates of pay.

The system of arbitration under which New Zealand has had six years of peace precludes monopoly at the outset, as an antecedent condition of the adjudication. It provides that membership in the unions shall be freely granted to all who are competent to practice the crafts. We shall have to choose, in the end, between a system that in some way insures this result and one that relies on arbitrarily excluding men from trades for which they can easily fit themselves,—a system which, carried far enough, would fence one attractive avenue after another against young men in search of employment and force them into the crowded remainder of the industrial field, where the so-called "iron law of wages" would operate in all its severity. A genuine proletariat, living on the brink of starvation, is the natural result of allowing many trades, after completing their organizations and extending them over the whole country, to put arbitrary limits on the number of men who are allowed to learn and practice the crafts. An aristocracy of labor is admirable in so far as it is based on personal superiority, but far otherwise when it is based on exclusion and when it involves the creating of a hopeless proletariat.

The public will soon find, if it has not already found, that legitimating the system of taking possession of a field of labor and holding it by force will disturb the action of the natural law of wages in a new and disastrous way. The union may both restrict its numbers and limit the work which a member is allowed to do. It may thus turn young men into other fields of employment, crowd those fields and make nominal wages low, while at the same time it makes its own products dear and so reduces the real pay of every worker who has to buy any of them. The really natural standard of pay lies between the amount that idle men may here and there consent to take and the amount that a union which guards its monopoly by force may be able to extort; and it lies at about the level of what a union that is extended and efficient but not monopolistic can get. The standard that is so indicated would be one which well-constituted courts would recognize. They would not give the smallest amounts that would be accepted by destitute men nor the largest amounts that an exclusive union might extort, but would rather give about what men in a normal union could produce and get; and there is little doubt that in thus acting they would keep the pay of labor at least as near its natural level as it now is. They would afford some approach to the state in which the shoemaker would get his fair share of the value of the shoes made in the mill that employs him, in which miners would get a fair share of the value of coal and weavers a just portion of the value of cloth.

Such a régime would put a premium on the formation of unions and would probably cause them to be greatly extended. That is a result eminently to be desired. Fighting against the extension of union is fighting against what is inevitable and highly desirable. If unions were formed in every employment, if they admitted to their membership all qualified applicants and if they were incorporated and financially responsible, there would be little difficulty about adjusting the rate of pay in any trade.

What responsible unions would generally get would be a fair rate of pay, and tribunals of arbitration under such a régime would have a comparatively easy task. There would be little trouble in ascertaining what rate is fair. Such a régime is still in the future; at present we are offered the choice between wages adjusted by irregular force and wages adjusted by the action of some kind of tribunal. Sooner or later we shall choose the more regular method, and whoever perceives the drift of recent events will be apt to say that it should be sooner rather than later. Wages kept down by the hardest action of competition we shall not tolerate. Wages sustained by crude force we are, within limits, tolerating. As between courts and mobs we are relying on mobs, but this is only because we have not ourselves proved the efficacy of courts. The evidence is in favor of their efficacy, and there is little doubt that we shall ultimately have them.

PROPOSED LAW FOR THE ESTABLISHMENT OF AN INDUSTRIAL COURT IN MASSACHUSETTS.

[Bill (House No. 327) accompanying the petition of Conrad Reno and others for legislation to establish an industrial court for the administration of industrial justice between corporations and their employees. Joint judiciary. January 24.]

COMMONWEALTH OF MASSACHUSETTS.

In the Year One Thousand Nine Hundred and Two.

AN ACT

To establish an Industrial Court for the Administration of Industrial Justice between Corporations and their Employees.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

INDUSTRIAL COURT ESTABLISHED.

Section 1. A court to be called the industrial court is hereby established to administer industrial justice between corporations doing business in the Commonwealth, whether foreign or domestic corporations, and their employees, whether resident or non-resident in the Commonwealth.

The industrial court shall be composed of a chief justice, whose salary shall be dollars per year, and two associate judges whose salary shall be dollars per year each; all of whom shall be appointed, and any vacancies filled, in the manner provided by the Constitution.

The industrial court shall be a court of record, and shall cause to be made a seal, and to be sealed therewith all orders, processes and papers made by or proceeding from the court and requiring a seal. All notices, orders and processes of said court may run into any county and be returnable as the court may direct. Citations, orders of notice and all other processes issuing from the court shall bear test of the chief justice, and be under the seal of the court and signed by the clerk.

The industrial court may appoint a clerk, a stenographer, and such other assistants, and upon such salaries, as may be approved by the governor and council.

The industrial court shall hold its sittings in Boston, but may adjourn from time to time to such other places as the public service may require. In the county of Suffolk the board of aldermen of the city of Boston, and in other counties the county commissioners, shall provide suitable rooms for the sittings of the court, and shall provide all necessary books and such printed blanks and stationery as may be ordered by the court.

Upon the request of the industrial court, or of any justice thereof, the sheriff of any county shall assign one or more deputies to attend the sittings of the court in that county.

INDUSTRIAL AGREEMENTS.

§ 2. A corporation and ten or more of its employees may enter into an industrial agreement under this act for a term not less than six months, nor more than two years, fixing wages and other terms of employment not

contrary to law, which industrial agreement may be filed in the principal office of the industrial court at Boston, at any time after execution; and, if it be approved by the industrial court, it shall be recorded and indexed in a book kept by the clerk for that purpose.

No party to an industrial agreement which has been approved by the industrial court shall, while the agreement remains in force, petition the industrial court under the other sections of this act, with respect to the opposite party or parties.

If the industrial agreement be signed by a corporation, and by three-quarters at least of its employees in the Commonwealth, and be approved by the industrial court, no subsequent petition by its employees under the other sections of this act shall be entertained or decided by the industrial court, so long as the agreement remains in force and is signed by said number of employees. Two or more agreements between the same corporation and its employees may be filed and approved, and the total number of employees who are parties to all the agreements shall be counted in deciding whether or not three-quarters of the employees have signed the agreement; but no individual shall be counted more than once.

The industrial court may approve or disapprove an industrial agreement, and may suggest such changes and alterations therein as it deems proper.

Before approving an industrial agreement the industrial court shall investigate the facts, and may enter and view the premises of the corporation in question and interrogate any of the officers, agents or employees of said corporation.

In determining whether or not the wages and hours stated in the industrial agreement are fair, reasonable and proper, the industrial court shall be controlled by the tests, matters and considerations prescribed in section five of this act.

Disputes and controversies relating to the meaning or construction of the industrial agreement for the future action or conduct of the parties shall be heard and finally decided by the industrial court, in such manner as it may determine by rules and regulations, approved by the supreme judicial court or a justice thereof.

Disputes and controversies arising out of the past action or conduct of the parties under an industrial agreement shall be heard and decided by the superior court, with a right of appeal to the supreme judicial court for the Commonwealth.

JURISDICTION AND POWERS.

§ 3. The industrial court shall have jurisdiction throughout the Commonwealth, and, when an industrial dispute exists between a corporation and ten or more of its employees whose sole or principal work is hand labor and who are engaged in the same kind or class or grade of work, the industrial court shall have the power

First. To decide what shall be the minimum wage for the work performed by the employees before the court, and to enjoin the corporation before the court from paying a lower wage to any of its employees doing work of the same kind, quantity and quality as the work performed by the employees before the court, for a reasonable time in the future not exceeding two years;

Second. To decide what shall be the maximum workday for the employees before the court, and to enjoin the corporation before the court from requiring a longer workday from any of its employees doing work of the same kind, quantity and quality as the work performed by the employees before the court, for a reasonable time in the future not exceeding two years; except in cases where the legislature has fixed a maximum work time;

Third. To recommend the adoption by the parties before the court of other matters pertaining to employment, such as the services of union or non-union workers, the time of beginning and ending work, the time and mode of payment, and the like; except where the legislature has regulated the matter.

OTHER POWERS OF INDUSTRIAL COURT.

§ 4. The industrial court shall also have the power

First. To make general rules and forms for procedure from time to time, to take effect upon the approval of the supreme judicial court, or a justice thereof.

Second. To issue citations subpœnas, orders of notice, and all other processes necessary for carrying into effect the provisions of this act.

Third. To hear the parties to the dispute; to compel the attendance of witnesses; to issue commissions for taking testimony; to order the production of books, papers and documents relevant to the questions before the court; to administer oaths and affirmations.

Fourth. To cause its decisions and recommendations, together with its reasons therefor, to be published in one or more newspapers having a general circulation in the vicinity of the dispute.

Fifth. To grant re-hearings and bills of review; and in general the industrial court may do any and every thing or matter necessary to give full effect to the terms and provisions of this act, in accordance with the law and practice of superior courts of record, unless otherwise provided by this act.

TESTS OF FAIR WAGES AND FAIR HOURS.

§ 5. In determining the minimum wage the industrial court shall, as far as practicable, regard the capital and labor employed in the corporate business as a partnership, in which each partner shall be entitled to share in the joint product in proportion to the industrial value contributed by that partner toward the whole value of the product, and shall endeavor to preserve the American standard of living, and to secure to labor its fair participation in the increasing productivity of labor rendered possible by the advance of science and invention of machinery.

The industrial court may also consider the past and present business and future prospects for business of the corporation in question; the existence or non-existence of foreign competition; the increasing or decreasing purchasing power of the dollar,; the cost of living in the locality according to the American standard of living, and any other matters tending to show what wages are fair, just and reasonable.

In determining the maximum workday, the industrial court shall take into consideration the effect upon the health, welfare or safety of the employees caused by working under the conditions of employment furnished

by the corporation in question, and any other matters tending to show how many hours of labor are best adapted to the existing conditions.

PROHIBITED POWERS.

§ 6. The industrial court shall not have the power to compel employees to work, nor to punish them for refusing to work for any cause, or for working for any person or corporation, or at such wages or hours as they prefer, nor to issue injunctions against workmen.

The industrial court shall not have the power to compel corporations or capitalists or individuals to carry on business or works of any kind, nor to punish them for refusing to do so for any cause, or for employing such workers as are willing to work for them, nor to issue injunctions against them, except as provided in section three of this act.

THE PETITION.

§ 7. The proceedings shall be instituted by petition addressed to the industrial court, and shall be filed in the principal office of the industrial court at Boston within three months after a strike or lockout arises, or other industrial disturbance or dispute occurs.

The petition shall be brought by or on behalf of

First. Ten or more employees of the same corporation whose sole or principal work is hand labor, and ten of whom at least are engaged in the same kind or class or grade of work; or by

Second. The corporate employer, acting through its president or board of directors; or by

Third. The governor of the Commonwealth, or the mayor of the city, or the selectmen of the town, in which the industrial dispute exists.

If the aggrieved employees are members of any labor union or association duly organized under the laws of the Commonwealth, the names of such employees need not be disclosed in the petition, nor until the hearing of the dispute, if the president or secretary of such labor union or association certifies under oath that ten or more members of such labor union or association have authorized him in writing to act on their behalf; in which case the president or secretary may sign the petition on their behalf, stating his official character and the number of employees that he represents, and the kind or class or grade of work performed by each employee, and such certificate shall be filed with the petition.

The jurisdiction of the industrial court shall not be ousted or defeated by the discharge or lockout of the employees after the industrial dispute arises, if the petition be brought within four weeks after the discharge or lockout occurs.

The petition shall state the names and postoffice addresses of all the parties, so far as known, and shall state the cause or causes of the dispute, and the kind of work performed by each employee, and other matters, in accordance with the rules and forms adopted by the industrial court.

As soon as may be after the filing of said petition, the clerk of the industrial court shall give notice in writing to all the parties by mail or by publication in a newspaper, appointing a time and place for a hearing before the industrial court, and the clerk's certificate that he has given

notice by mail or by publication, as directed by the court, shall be filed in the case before the hearing, and shall be conclusive proof of the facts stated therein.

In addition to notice by mail or by publication, the petitioners shall cause a citation from the court to be served upon each respondent named in the petition by an officer qualified by law to serve legal process, three days at least before the day set for the hearing.

When the petition is brought by the governor or other public officer named above, the citation need not be served upon more than ten of the employees, and shall be served upon the president, secretary or other officer of each corporate employer named in the petition.

No petition, however, shall be dismissed on account of insufficient or defective notice or service, but may be continued, and further notice or service made as directed by the industrial court.

If the respondents accept service or notice, or appear at the hearing, or enter an appearance in the proceedings this shall be sufficient, if the clerk has given notice by mail or by publication as above directed, and no citation need be served upon said respondents.

New parties, either as petitioners or as respondents, may be joined or added to the petition at any time before the final hearing.

The industrial court is hereby authorized in its discretion to decline to hear or to decide and to continue or dismiss a petition brought by employees if satisfied that the petitioners, or any of them, within three months before the filing of the petition, or during the pendency of the petition, have, first, taken part in a strike; or, second, committed acts of violence; or, third, broken an industrial agreement then in force between the parties.

METHODS OF ENFORCING THE ACT.

§ 8. The superior court is hereby given jurisdiction and power to try corporations charged with violating the decisions or the injunctions of the industrial court by paying less than the minimum wage, or by requiring work for a longer time than the maximum workday, established by the industrial court.

The charge shall be made by indictment found, or by information in the name of the attorney general, or by complaint filed in the superior court within and for the county in which the offence is committed, or in which the corporation does business, within three months after the alleged offence is committed.

The accused corporation shall be entitled to a trial by jury in the superior court, and to take an appeal or exceptions on questions of law to the supreme judicial court for the Commonwealth in accordance with the law and practice in criminal cases.

If the corporation be found guilty, the superior court shall impose a fine of not more than one hundred dollars, if it be the first conviction under this act; of not less than fifty dollars nor more than five hundred dollars if it be the second conviction under this act; of not less than one hundred dollars nor more than one thousand dollars if it be the third or subsequent conviction under this act; and if there be repeated, or serious, or wilful violations of the decisions of the industrial court,

the superior court may appoint a receiver to take charge of the business, or may prohibit the corporation from doing business in the Commonwealth for a reasonable time not exceeding one year, and for disregarding the orders, judgments or decrees of the superior court, the superior court may commit the guilty person for contempt, and may impose appropriate fines upon the corporation.

If an industrial agreement be violated by the corporate employer and by a majority of the employees, parties thereto, the industrial court, after a hearing thereon, is hereby authorized to cancel the industrial agreement and to declare that it shall not be binding any longer upon any party; but such action and cancellation by order of the industrial court shall not affect the rights, remedies, or liabilities of any person for breaches of the industrial agreement which occurred before such action or cancellation.

If an industrial agreement be violated by any party or parties thereto, the opposite party or parties, if damaged thereby, may apply to the industrial court to be discharged from further liability to the party or parties alleged to have committed the breach of the industrial agreement, and after a hearing on this matter, the industrial court is hereby authorized to discharge or relieve the innocent parties from further liability to the guilty parties; but such action of the industrial court shall not affect the rights, remedies or liabilities of the parties for breaches of the industrial agreement which occurred before the parties are discharged or relieved of further liability by order of the industrial court.

In all other matters over which the industrial court is given jurisdiction by this act, the industrial court may enforce its orders or decisions, in the same manner as decrees are enforced in equity in the superior court; but no court shall have power to enforce the recommendations of the industrial court, nor to punish any person or corporation for refusing or neglecting to adopt said recommendations.

APPEALS.

§ 9. No appeal from or review of the decisions of the industrial court relating to questions of the reasonableness of the wages or hours fixed by the court shall be allowed, and the decisions of the industrial court upon these questions of fact shall be final and conclusive in all other courts.

Questions of law arising in the industrial court may be taken to the supreme judicial court for the Commonwealth in the manner provided by law for suits in equity in the superior court.

CONTRACTS.

§ 10. No contract made in good faith and binding on both sides before the passage of this act shall be subject to the terms or provisions of this act, but all contracts made after the passage of this act shall be subject to its terms and provisions.

All contracts made for the purpose of evading, defeating, or impairing the jurisdiction, powers or duties of the industrial court, or for waiving or relinquishing the benefit of this act, shall be null and void, and shall be disregarded by the industrial court.

COSTS.

§ 11. Costs in the industrial court shall be allowed in the discretion of the industrial court and shall be taxed as in the superior court sitting in equity; but the taxable costs shall not exceed one hundred dollars for either side, and no employee shall be liable to pay, nor entitled to receive, more than ten dollars as costs.

If the petition be brought by the governor of the Commonwealth, or by the mayor of a city, or by the selectmen of a town, no costs shall be allowed.

WITNESSES AND EXPERTS.

§ 12. Witnesses before the industrial court should be summoned in the same way and shall be entitled to the same fees, and shall be subject to the same liabilities and penalties, and in all other respects shall stand upon the same footing, as witnesses before the superior court in civil cases.

No witness shall be excused from testifying, or from producing books, papers, or documents in his custody, possession or control, upon the ground that his testimony, or the contents of said books, papers or documents would tend to criminate himself; but any witness who, after he has stated said objection to the industrial court, is ordered by the industrial court to answer the questions, and does answer said questions, or to produce such books, papers or documents, and does produce them, shall be free from subsequent prosecution for the crime or offence committed by said witness and evidenced by his testimony, or by said books, papers or documents, and this act shall constitute a complete and absolute bar and defence to any such prosecution.

When the industrial court considers it advisable it may appoint one or more persons skilled in the business or trade involved in the dispute before the court as experts to assist the court with their technical knowledge.

The fees of said experts shall be fixed by the industrial court, subject to the approval of the governor and council, and shall be paid by the county in which the industrial dispute arises.

Whoever knowingly swears falsely to any statement required to be made under oath by this act shall be guilty of perjury, and liable to the statutory penalties for perjury.

LIMITATIONS OF THE ACT.

§ 13. This act shall not apply to benevolent or charitable corporations, and their employees; nor to the Commonwealth and its employees; nor to the United States and their employees.

When a receiver, trustee or other public officer is in charge of the business or affairs of a corporation, the terms of this act shall apply to such officer and his employees.

Any person who or corporation which purchases or leases or takes possession of the property, or business, or franchise of a corporation with notice of, or with reasonable cause to believe that, an industrial dispute exists between said corporation and its employees, shall be subject to the terms and penalties of this act.

SHORT TITLE.

§ 14. This act may be cited for all purposes as the industrial court act of nineteen hundred and two.

PROPOSED NEW YORK LEGISLATION ON THE SUBJECT OF INDUSTRIAL ARBITRATION.

(1) ASSEMBLY BILL NO. 1334 INTRODUCED BY MR. COSTELLO, FEBRUARY 26, 1901.

AN ACT to provide for the registration of industrial unions and associations of employers and employees and to facilitate the settlement of industrial disputes by conciliation and arbitration.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Definitions.—The term association means an association of employers or employees registered as provided in this act. The term employer means a person, firm or corporation employing working men and women in an industrial pursuit, and includes a person, firm or corporation owning, leasing and operating railroads, telegraph and telephone lines, steamboats and transacting any other transportation business. The term employee means any working man or woman regularly employed by an employer as above defined. The term industrial dispute means any dispute arising between one or more employers or any association of employers and their employees, or any union or association of employees, in relation to industrial matters. The term industrial matters means all matters or things affecting or relating to work done or to be done, or the privileges, rights and duties of employers or employees in any industry, except such matters as are criminal in their nature, or may be under existing laws properly brought within the jurisdiction of a civil or criminal court. The term commissioner as used in this act means the commissioner of labor. The term court means the court of arbitration as constituted herein.

§ 2. Application for registration of employers.—An employer or any association of employers may register in the office of the commissioner of labor as provided herein. The application for registration shall, if an individual employer, state his name, his place of business and the industry or business in which he is engaged, and shall specify the number of employees employed by him, classified as provided by rules adopted by the commissioner of labor. If such registration is desired by an association of employers, the application shall state the names of the officers of such association, the names of each individual member thereof, the places of business of such members, and the number of employees employed by each of them classified as prescribed by the commissioner of labor. The commissioner of labor may require from such employers before permitting them to register, such other information in regard to the business conducted by them as he may deem desirable.

§ 3. Application for registration of employees.—An incorporated or unincorporated association or union of employees may register with the commissioner of labor as herein provided. The application for registration shall state the name of the association and of the officers thereof, and shall contain a list of its members; it shall specify the kind of labor in which such employees are engaged and the place or places where

performed. Any council, board or other body representing any number of unions or associations of employees may, when duly authorized by a resolution adopted at a convention of delegates representing such unions or associations, apply for registration as provided in this section. The application in such case shall state the names and locations of the associations represented therein.

§ 4. Commissioner to prescribe forms and make rules.—The commissioner of labor shall prescribe forms of applications for registration, and shall furnish printed applications in blanks to persons applying therefor. He may prescribe rules governing the registration of such associations not in conflict with the provisions of law.

§ 5. Registration.—The commissioner of labor shall register all associations applying therefor as prescribed in the preceding section and shall issue a certificate of registration to each association so registered. No fee for registration or the issue of such certificate shall be charged.

§ 6. Effect of registration.—The effect of registration shall be to render each employer or association of employers and employees, and each union or association of employees represented by a registered council, board or other body, and all persons who may be members of either of such associations registered as provided in the preceding sections, and all persons who, after such registration, may become members of any such association, subject to the provisions of this act and to the jurisdiction conferred thereby on the commissioner of labor and the court of arbitration. All such employers and associations shall be bound by the decisions and awards of the court of arbitration as hereinafter prescribed.

§ 7. Cancellation of registration.—Any employer or association of employers and employees, registered as provided in this act may apply to the commissioner of labor for a cancellation of the registration thereof, and such commissioner may cancel such registration upon being satisfied that the cancellation is desired by a majority of the members of the association. No such cancellation shall be made during the progress of proceedings before the court of arbitration affecting such association, nor until such court has made its decision or award in respect thereto; nor shall any cancellation of any such registration relieve any association or any member thereof from the obligation imposed by an industrial agreement or decision or award of the court.

§ 8. Semi-annual statements by associations.—There shall be forwarded to the commissioner of labor in the months of January and July in each year by each association so registered a list of the members of such association. If such registration is made by a council, board or other body representing any number of associations, a statement shall be made at such times of the names and locations of the associations represented by such council, board or body.

§ 9. Industrial agreements. Agreements entered into by any employer or association of employers and his or their employees or an association of such employees, regulating the employment and labor of such employees, the payment of wages and other matters of interest to such employer and employees may be filed by either party thereto in the office of the commissioner of labor, and enforced as to all its terms and provisions by a proceeding therefor brought in the court of arbitration. All

awards or decisions made by such court in respect to violation of such agreements shall be binding on all parties thereto, and may be enforced as hereinafter prescribed.

§ 10. Court of arbitration. The state is hereby divided into three arbitration districts; the first shall comprise the first and second judicial districts; the second shall comprise the third, fourth, fifth and sixth judicial districts, and the third shall comprise the seventh and eighth judicial districts. There shall be in each of such arbitration districts a court of arbitration, to consist of three members to be appointed by the governor; one of whom shall be an attorney who has served one or more years as a judge of the supreme or a county court, and who shall be the president of such court; and one of whom shall be appointed from persons nominated by the registered association of employees and one from persons nominated by the registered employers and associations of employers. Nominations for members of such court shall be made in the manner prescribed by the commissioner of labor at such times as to enable the governor to make the appointments herein provided for. Each registered association of employees having a membership of fifty or less shall be entitled to vote for a person to be nominated to represent the employees in the court in the district where such association is located; if any such association contains more than fifty members, and less than one hundred members, it shall be entitled to two votes, and one additional vote for each fifty members in excess of such one hundred members. The manner of determining for whom the votes of an association shall be cast shall be regulated by rules adopted by such association. If a number of unions or associations of employees are registered through a central council, board or other body, each association represented thereby shall vote for such person as if it was separately registered. Each registered employer, and each member of an association of employers, shall be entitled to one vote for a person to be nominated to represent the employers in the court of the district in which the business of such employers is conducted. If an employer employs labor in more than one arbitration district, he shall be entitled to a vote in each district where such labor is employed. All votes for the nomination of members of such court in each district shall be canvassed by the commissioner of labor, and he shall certify to the governor the names of five persons who have received the highest number of votes as the member representing the employees, and a like number of names of those receiving the highest number of votes as the member representing the employers.

§ 11. Term of office and compensation of members of the court.—Each of the members of such court shall hold office for a term of two years, beginning on the first day of January succeeding their appointment. The compensation of the members of such court shall be fixed by the governor, but shall not exceed in the case of each member of such court who is an attorney the annual sum of five thousand dollars, and in case of the other members of such court, the annual sum of three thousand dollars. Such members shall also receive their expenses actually and necessarily incurred in the performance of their duties. The compensation and expenses of each of the courts created by this act shall be paid by the counties comprising the arbitration districts, in the same manner as the salaries of supreme court judges are now paid.

§ 12. Clerk of the court.—Each court of arbitration may appoint a clerk who shall receive such compensation as shall be prescribed by the governor, not exceeding in any district the sum of two thousand dollars per annum. He shall also receive his expenses necessarily and actually incurred in the performance of his duties. Such compensation and expenses shall be paid in the same manner as the compensation and expenses of the members of each of such courts. Such clerk shall perform the duties prescribed by the courts.

§ 13. Meetings of court.—Each of such courts shall hold its meetings in such places and at such times as are most convenient for the settlement of the industrial disputes and industrial matters which are brought before them for their consideration.

§ 14. Mediation by commissioner of labor.—Any party to an industrial dispute may apply to the commissioner of labor for a settlement thereof. Such application shall be in writing and shall state the different questions and points involved in such dispute. The commissioner of labor shall endeavor to settle such dispute; but if in his judgment such dispute is of such a nature as will not admit of a settlement by him, he shall cause notice thereof to be served upon the parties to such dispute. The commissioner of labor may investigate all matters pertaining to any such dispute, and may examine all parties thereto. He may issue subpoenas and administer oaths and take testimony from all persons in respect to the questions and matters involved in such dispute, and if no settlement is brought about by him, he shall file in his office all evidence taken by him, together with a statement of his opinion as to the questions involved in such dispute. The commissioner may appoint one or three persons residents of the district where such dispute arose to attempt a settlement of such dispute, who shall possess the powers hereby conferred upon such commissioner by this section, and who shall serve without compensation. All the costs and expenses incurred by the commissioner in attempting such settlement shall be paid by the state.

§ 15. Applications to court of arbitration.—If the commissioner of labor is not able to settle and adjust an industrial dispute, and he has so notified the parties thereto, he shall transmit to the clerk of the court of arbitration of the district wherein such dispute arose, all papers and testimony on file in his office relative to the matters pertaining to such dispute, and shall furnish to such court his opinion as to the questions involved therein. Any of the parties to such dispute may, if no such settlement be effected by the commissioner, make a written application to the clerk of the court of the district where such dispute arose, stating the different questions and points involved in such dispute, for the intervention of such court. A copy of such application attested by the certificate of the clerk of such court, shall be served on the other party to such dispute. There shall be attached to the application so served a summons signed by such clerk requiring the party so served to appear before such court at a time and place specified therein. Such application and summons shall be so served not less than ten days before the time of appearance specified in such summons. Such service shall be personal upon the employer, or upon some officer of the association of employers or employees which is made a party to such dispute. If such employer be a corporation such service

shall be made in the same manner as a summons in a civil action or proceeding.

§ 16. Appearances; default.—At the time and place specified in such summons, all the parties to the industrial dispute shall appear before such court of arbitration. An association of employers or employees may appear by a committee or by representatives who are members of such association; the number of the members of such committee or of such representatives from a single association shall not exceed five. An employer who is a party to the dispute may appear in person or by some representative duly authorized by him. If such employer is a corporation, an officer or some agent or manager thereof may appear in behalf of such corporation. The court may permit any other employer or association of employers or employees who have a common interest in the matters involved in such dispute to be present at any hearing of such dispute, and be joined therein on such terms as such court may deem fit. No party to any such dispute shall appear before such court or be represented therein by an attorney-at-law, or by a counselor at law unless by the written consent of the other parties thereto, or unless by an agreement that all such parties may appear and be represented by such attorney and counselors. If either party, after a proper service of a summons as prescribed in the preceding section shall fail to appear at the time and place specified therein, the court shall proceed as if such parties had appeared and may make its decision and award after a hearing as hereinafter prescribed notwithstanding such failure to appear.

§ 17. Witnesses; testimony; books and papers.—Each of such courts of arbitration may issue subpoenas to secure the attendance of witnesses, and the production of books and papers, and shall possess in respect thereto the powers and duties prescribed by the code of civil procedure. Each of such courts, or any member, or the clerk thereof, may also administer oaths to such witnesses and take testimony in regard to the matters connected with any dispute before it. The evidence secured from any of the books and papers presented before every such court shall not be made public, but shall only be used for the information of the court, and where it is shown, to the satisfaction of the court, that certain parts of such books or papers do not relate to the matters before the court, the party producing the same shall be allowed to seal up such parts.

§ 18. Hearings and proceedings.—At the time and place appointed, or at some other time and place to which the hearing may be adjourned, the court shall proceed to hear and examine all the parties to the industrial dispute and such witnesses and books and papers as may be produced by them. The proceedings before any such court shall not be removable to any other court by certiorari or otherwise, nor shall they be impeached for want of form. Such proceedings shall not abate by reason of the death of any member of the court, or of any party to such proceedings, but the same may be continued and disposed of by the successor in office of such member, or the legal representatives of such party.

§ 19. References.—Such court may refer any matters before it to a board or committee of three persons, one of whom shall be chosen by each of the parties to the dispute and the third shall be chosen by the other two; if such persons cannot agree upon the third member of such board or com-

mittee, such member shall be appointed by the court: Such board or committee may subpoena witnesses and take testimony and shall report their findings on the facts to the court of arbitration who shall base their decision or award upon such report.

§ 20. Decisions.—Within thirty days after the termination of a hearing upon any industrial dispute before a court of arbitration, such court shall render its decision. Such decision shall be signed by the president of the court and shall be attested by the clerk thereof and filed in the office of the commissioner of labor and shall be open to public inspection during the office hours of such commissioner. Such decision shall state in clear terms what is or is not to be done or performed by the parties affected thereby, and may provide for an alternative course to be taken by either of the parties to such proceedings. Such decision shall specify the employer or association of employers or employees on whom it is intended that such decision shall be binding, and the period not exceeding two years from the rendering thereof during which its provisions shall be enforced. Such decision shall specify the amount to be paid by any party affected thereby, in case of a violation of such a decision. No such decision shall be void or vitiated because of its informality, want of form or non-compliance with the provisions of this act. If the dispute before such court is in relation to an industrial agreement entered into between the parties to such dispute, and the court decides that either party has violated such agreement, the court may, in its decision, award damages in favor of the party injured by such violation.

§ 21. Costs of proceedings.—The court may in its decision order a party to pay the costs and expenses of the other party to the proceedings in the manner which to them seems just. All such costs shall be taxed and collected in the same manner as costs in proceedings instituted in the supreme court.

§ 22. Enforcement of decision.—A duplicate copy of the decision rendered by such court in any industrial dispute shall be filed in the office of the clerk of the county where such dispute arose. If the matters involved in such dispute occur in more than one county, a copy of such decision shall be filed in the office of the clerk of each county. If any of the parties affected by such decision shall fail to comply with the terms thereof, an order may be issued by such court of arbitration upon the petition of any of the parties affected by such non-compliance directing a compliance with such decision, which order shall be enforced in the same manner as orders issued by the supreme court. Any such order may specify the amount to be paid by the party violating such decision which amount shall be collected in the same manner as the amount of judgments rendered in the supreme court. No such order shall provide for the payment by any employer or association of employers or employees of a greater sum than one thousand dollars or from any individual on account of his membership in any such association of a greater sum than twenty-five dollars. If any such order directs the payment of money by an association of employers or employees, and no property belonging to such an association be found which is subject to levy, an action may be brought by the party in whose favor such order is issued against the individual members of the association.

§ 23. Disposition of moneys recovered.—All moneys which may be recov-

ered by virtue of any order issued as prescribed in the preceding section shall be applied to the payment of the costs and expenses of the proceedings as taxed, and the balance thereof shall be applied in the manner prescribed by the decision of the court of arbitration.

§ 24. Rules regulating practice.—The manner of conducting proceedings in any court of arbitration shall be regulated by such court. The president of each of such courts may meet not oftener than once in every two years to adopt rules regulating the practice in such courts, which shall not be in conflict with the provisions of law. Such rules shall be published in the state paper at least once in each week for four consecutive weeks immediately after their adoption and before the time specified therein for the taking effect thereof.

§ 25. No strike or lockout pending settlement of industrial dispute.—Whenever an industrial dispute has been referred to the labor commissioner or the court of arbitration, no employer or association of employers who are parties to such dispute shall do any act or thing in the nature of a lockout, or suspend or discontinue the employment of employers affected by such dispute, nor shall any association of employes, nor any council, board or other body representing any number of unions or associations of employees order or direct, or do any act or thing in the nature of a strike, but each party shall continue to employ and be employed until the commissioner or court shall come to a final decision in accordance with this act. Nothing in this section shall prevent a suspension or discontinuance of an industry, or from working therein, for any other good cause.

§ 26. Saving clause.—Nothing in this act shall affect proceedings pending before the state board of mediation and arbitration, or interfere in any manner with the powers and duties of such board; nor shall this act repeal any of the provisions of the labor law, or the acts amendatory thereof or supplemental thereto, relative to mediation and arbitration, nor modify or affect any act done or to be done in accordance therewith.

§ 27. Time of taking effect.—This act shall take effect immediately.

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(2) ASSEMBLY BILL NO. 78, INTRODUCED BY MR. FINCH, JANUARY 15, 1903.

AN ACT to provide for the investigation of controversies and for other purposes.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. That whenever within the state of New York a controversy concerning wages, hours of labor or conditions of employment, shall arise between an employer, being an individual, partnership, association, corporation or other combination, and the employees, or association or combination of employees of such employer, by reason of which controversy the rights and interest of the public at large, or a substantial part thereof, are, in the judgment of the governor of said state interrupted or directly affected, or threatened with being so interrupted, or directly affected, the governor shall in his discretion inquire into the same and investigate the causes thereof.

§ 2. To this end the governor may appoint a special commission not exceeding seven in number of persons in his judgment specially qualified to conduct such an investigation. The number of said commission shall be wholly in the discretion of the governor and may consist of one member.

§ 3. Such commission shall organize with all convenient dispatch, and upon giving reasonable notice to the parties to the controversy either at the seat of disturbance or elsewhere as it may deem most expedient, shall proceed to investigate the causes of such controversy and the remedy therefor.

§ 4. The parties to the controversy shall be entitled to be present in person or by counsel throughout the continuation of the investigation, and shall be entitled to a hearing thereon, subject always to such rules of procedure as the commission may adopt; but nothing in this section contained shall be construed as entitling said parties to be present during the proceeding of the commission prior to or after the completion of their investigation.

§ 5. For the purpose of this act the commission or any one commissioner shall have power to administer oaths and affirmations, to sign subpoenas, to require the testimony of witnesses either by attendance in person or by deposition and to require the production of such books, papers, contracts, agreements and documents as may be deemed material to a just determination of the matters under investigation, and to this end the commission may invoke the aid of the courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents.

§ 6. For the purposes of this act the commission may, whenever it deems it expedient, enter and inspect any public institution, factory, workshop, or mine, and may employ one, or more competent experts to examine account books, or official reports, or to examine and report on any matter, material to the investigation, in which such examination and report may be deemed of substantial assistance.

§ 7. Having made such investigation, and elicited such information of all the facts connected with the controversy into which they were appointed to inquire, the commission shall formally report thereon setting forth the causes of the same, locating so far as may be the responsibility therefor and making such specific recommendations as shall in its judgment put an end to such controversy or disturbance and prevent a recurrence thereof, suggesting any legislation which the case may seem to require.

§ 8. The report of such commission shall forthwith be transmitted to the governor and by him communicated, together with such portions of the evidence elicited and any comments of further recommendation he may see fit to make, to the principal parties responsible for the controversy or involved therein; and the papers shall be duly transmitted to the legislature for its information and action, or if said legislature is not in session to the clerk of each respective branch thereof.

§ 9. The commission may from time to time, make or amend such general rules or orders as may be deemed appropriate for the order and regulation of its investigations and proceedings, including forms of notices and the service thereof.

§ 10. The commission shall have authority to provide if necessary suitable offices, and all necessary office supplies and to employ and fix the com-

pensation of such employes as it may find necessary to the proper performance of its duties. The members of said commission shall be entitled to no compensation other than their traveling and other necessary expenses. Witnesses summoned before the commission shall be paid the same fees and mileage that are paid to witnesses in the supreme court of the state of New York. All the expenses of the commission, including all necessary expenses for transportation incurred by the commissioners or by their employes under their orders, in making any investigation under this act, shall be allowed and paid out of the unexpended balance in the treasury of the state of New York on the presentation of itemized vouchers therefor approved by the commmission to the comptroller of said state.

§ 11. No commission appointed under this act shall continue for a period of over three months from the date of the appointment thereof, unless at any time before the expiration of such period the governor shall otherwise order.

§ 12. This act shall take effect immediately.

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(3) SENATE BILL NO. 6, INTRODUCED BY MR. LEWIS, JANUARY 7, 1903.

AN ACT to provide for the settlement by arbitration of controversies between public service corporations and their employees.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Steam railroad corporations, electric railroad corporations, electric lighting corporations, corporations engaged in the business of manufacturing and selling gas for fuel and illuminating purposes, and natural gas corporations producing gas for such purposes, water companies under contract to supply any municipal corporation with a supply of potable water for domestic purposes, telegraph companies, telephone companies, and companies engaged in the business of mining or manufacturing salt or petroleum, are public service corporations within the meaning of this act.

§ 2. The public interest requires that the operation of public service corporations should not be interrupted.

§ 3. For the greater protection of the public interests, every public service corporation shall within thirty days after the passage of this act, prepare, execute and deliver to each of its employees a written contract, engaging to retain such employees in the service of such corporation respectively, and not to discharge such employee, or reduce the rate of compensation paid to such employee without first giving to such employee at least———— days written notice of an intention so to do, except that an individual employee may be discharged without such notice for good cause, to be specified in writing at the time of such discharge, which writing shall be delivered to the employee so discharged at the time of such discharge. Every public service corporation shall also prepare and present for signature to each of its employees a form of written contract to be signed to each employee within thirty days after this act shall take effect. Such contract shall provide that the employee shall remain in the employ of the company for a period of days after notice in writing of an intention to quit the

service of said company; and further, that the employee so signing said contract binds himself to observe and faithfully to keep all the provisions of this act, so far as the same are applicable to such employee. No employee shall continue in the employ of any such corporation who shall not sign such contract and deliver it to said corporation within five days after its receipt by him, accompanied by the contract of the corporation duly executed, by which said employee is employed.

§ 4. Whenever the employees of any public service corporation, or whenever the employees belonging to any particular class of employees of any public service corporation, to the number of one-fourth thereof, or to the number of one-fourth of any such class, shall have been notified in writing in accordance with the provisions of this act, either that their services will not be required after a date named in such notice, or that the compensation to be paid after such date shall be reduced below the rate being paid at the time such notice shall be given, such public service corporation shall be deemed to have ordered a lockout either as to its employees or as to the particular class of employees affected by such notices.

§ 5. Whenever the employees of any public service corporation, or, if the employees of any public service corporation are classified, whenever the employees of any particular class to the number of one-fourth thereof shall have given notice in writing to such corporation of an intention to quit the service of such corporation, after a date named in such notice, there shall be deemed to be a strike of the employees of such corporation, or of the particular class of employees giving such notice.

§ 6. Whenever, by reason of either a strike or a lockout the regular operations of any public service corporation are interfered with, or are likely to be interfered with, it shall be the duty of the attorney-general, either upon the application of any citizen or of his own motion, to apply to the appellate division of the supreme court in the department in which such strike or lockout exists, or if such strike or lockout exists along the line of any railroad, telegraph, telephone, electric light or gas corporation doing business in two or more of the judicial departments of the state, then to apply to the appellate division of the third judicial department for the appointment by such appellate division of three suitable and proper persons to act as arbitrators for the purpose of settling and composing the differences between such corporation and its employees, such application shall be made upon such notice to the parties affected, as the appellate division shall prescribe, and if the appellate division is satisfied by the representations of the attorney-general of the existence of either a strike or a lockout, and that the public interests are likely to be injuriously affected thereby, it shall be the duty of such appellate division to appoint three suitable and proper persons who shall hear, try and determine, subject to the approval of the appellate division, all questions in dispute between said corporation and its employees. Such arbitrators so appointed shall each take the constitutional oath of office as an arbitrator, and shall further swear or affirm that he will faithfully try and impartially decide all such questions of difference as may be submitted to them; such oath of office shall be filed in the office of the clerk of the appellate division of the department in which the application for such appointment is made.

§ 7. Within three days after the appointment of such arbitrators they shall convene at a place to be designated in the order appointing them, and shall sit daily, excepting on Sundays, and shall take such proofs as may be offered; they shall appoint one of their number as chairman, who shall have power to administer the usual oath to witnesses, to issue subpoenas for the attendance of persons, and for the production of books, documents and any necessary evidence. And such board of arbitrators may visit the place at which the strike or lockout occurred, and may investigate the causes thereof by personal examination and inspection. The board of arbitrators shall, within five days after the close of its hearings and the submission to it of the controversy, render a decision in writing, with such reasons as it may have to give therefor, which decision and report shall be presented to the appellate division for its action. Said appellate division shall forthwith consider said report, and either confirm said report or modify it and confirm it as modified, or, if in the judgment of a majority of the members of said appellate division said report and decision are unjust and unfair to either party to the controversy, it may reject said report and decision, and appoint other arbitrators to hear, try and determine the controversy. If said appellate division shall confirm said report and decision, an order to that effect shall be entered in the office of the clerk of the appellate division. There shall be no appeal from the decision of the appellate division.

§ 8. Upon the entering of the order of the appellate division appointing arbitrators, the attorney-general shall cause to be published in one or more newspapers to be designated by him, printed within the department in which the application is made, directed to whom it may concern, and reciting that such an application has been made, and that arbitrators have been appointed, naming them in said notice, and giving notice of the date of the first hearing, and the place at which such hearing shall be had, and requiring all persons who desire to be heard to attend at such hearing for the purpose of presenting their proofs. Said corporation may be represented by counsel, and the employees of such corporation may appear personally, or by such counsel as they may designate in writing, to be filed with the board of arbitrators. In the event that neither the company nor any of its employees appear before said board of arbitrators, it shall be the duty of such board of arbitrators, notwithstanding such failure of said company and its employees to appear, to proceed forthwith to an investigation of the causes either of the lockout or the strike, and to render to said appellate division such decision and report as such board may agree upon.

§ 9. From and after the first publication by the attorney-general of such notice, it shall be the duty of said corporation to employ in their usual positions all its employees so locked out during the pendency of the hearing and until the final determination of the board of arbitrators and its confirmation by the appellate division; and it shall be the duty of said employees to return forthwith to their usual positions, and to continue during the pendency of such hearing in the performance of their usual services until the final determination of the board of arbitrators and its confirmation by the appellate division.

§ 10. The decision of said board of arbitrators, if it shall be confirmed by the appellate division, shall, after such confirmation, be published in

full in such newspapers as the attorney-general may designate, for five successive days, and shall be binding and conclusive upon said corporation and upon each of its employees for a period of not less than one year, or such greater time as may be designated by said board of arbitrators in its report and decision, not greater, however, than three years.

§ 11. In the event that the appellate division hereinbefore referred to is not in session at the time such strike or lockout occurs, it shall be the duty of the attorney-general to immediately notify the presiding justice thereof of the existence of such strike, and he shall convene such appellate division without unnecessary delay for the purpose of enabling the attorney-general to make the application hereinbefore referred to.

§ 12. Any corporation which violates any provision of this act is guilty of a ———— and is punishable by a fine of not more than $———— per day during which such violation continues. It is also liable for any damage suffered by any person by reason of such violation, to be sued for and recovered by the person injured. The writ of mandamus provided by the code of civil procedure shall also issue upon the application of any person injured by such violation. Any employee who violates any provision of this act is guilty of a ———— and is punishable by fine or imprisonment, or both, in the discretion of the court. In addition thereto any incorporation which persists in refusing to obey the provisions of the final order entered by the board of arbitration after its confirmation by the appellate division, shall forfeit all its rights, privileges and franchises, and any employee who persists in a refusal to obey any provision of such order, after its confirmation as aforesaid, shall be incapable of again entering into the employ of any public service corporation in this state.

§ 13. It shall be lawful for any employees, notwithstanding any of the provisions of this act, to leave the employ of any public service corporation at any time, provided such corporation give to such employee its written consent thereto.

§ 14. This act shall take effect ———— 1903.

EXPLANATION OF THE BILL BY ITS INTRODUCER.

In an address before the Rochester Chamber of Commerce, May 4, 1903, Senator Merton D. Lewis, introducer of the foregoing bill, discussed its provisions substantially as follows:

"Just about one year ago we read in the daily papers that the owners of the coal mines in Pennsylvania had been asked by their miners to consent to an increase of wages and a reduction in hours of labor; and that the owners of the coal mines had declined to concede the requests of the miners, and that there was danger of a general strike of the anthracite coal miners. A little later we read that the coal miners through their various organizations and committees had made a proposition to the mine owners to submit the justice of their claims to arbitration and that the owners of the mines had refused, on the ground that there was nothing to arbitrate. The anthracite coal mines of Pennsylvania are owned largely, if not entirely, by corporations, created by the State of Pennsylvania, and invested with certain powers and charged with certain duties. Under the laws of the State of Pennsylvania there was no method of compelling those corpora-

tions to perform the duties with which they were charged, because it has been supposed that, like the individual, the corporation could do with its own property as it saw fit. A strike resulted in consequence of which all mining operations ceased, and for a period of nearly if not quite six months no coal of any consequence was mined. When the rigors of winter were upon us and the sufferings of the people for lack of coal had already become intense in some parts of the country, President Roosevelt succeeded in bringing about an agreement between the owners of the mines and the miners, by which the differences between them were submitted to a board of arbitration for settlement. Intense suffering followed as a necessary consequence of the strike which occurred; but we shudder to think of what might have been the suffering had the mine owners continued in the position which they had taken from the start and refused to yield to the solicitations of President Roosevelt and the pressure of public opinion.

"What happened in the Pennsylvania coal fields might easily happen in this State in a somewhat different way. The city of New York, with its four million inhabitants or thereabouts, is dependent for its necessaries of life upon the farms and gardens of this and other States, both east and west. Stop for a moment and think what would happen if every railroad company entering New York city were tied up by a strike of its locomotive engineers. How long would the meat supply last? What would the people of New York do for bread? Where would the fresh vegetables and fruits come from? How would the babies get the milk upon which they exist in such large numbers? What about the coal supply? A member of one of the railroad organizations told me recently that it was within the power of the Brotherhood of Locomotive Engineers to stop absolutely every wheel of every locomotive and car in operation between Buffalo and New York, in ten hours' time.

"It may be said that there is no danger that the attempt will ever be made. Let us pray Heaven that it never will. But, suppose for a moment that the present public spirited managers of the great railroad companies should be replaced at some time in the near future with new managers, possessed with the idea that it was necessary to exercise their 'divine right' to control their own property in such manner as best pleased them, and suppose that the wise, prudent and conservative leaders of the railroad operators' organizations should be replaced by men of less wisdom, less conservatism and less judgment. Is it straining the imagination very much when you are asked to contemplate the possibility of a strike such as I have suggested? Let us hope that it is not probable, but we are bound to concede that it is possible.

"A few weeks ago the Metropolitan Railroad Company's employees made a request for shorter hours and higher wages. A spirit of concession prevailed and the differences were amicably adjusted; but suppose for a moment that this spirit of concession had been lacking and suppose the officials of the Metropolitan Railroad Company had refused the request of their trainmen; can the human mind comprehend the consequences of tying up absolutely every elevated and street surface car in the great city of New York?

"Stop for another moment and consider the tremendous disadvantages under which the city of New York would be placed if the telegraph opera-

tors were to enter upon a strike to-morrow morning and tie up every line of telegraphic communication in that city. To bring the matter a little nearer home, consider what would be the results if the employees of the Rochester Railway Company were to go on a strike at any time. Last year we had an example in this State of results which followed, by reason of the failure of a railroad company and its employees to arbitrate their differences. The Hudson Valley Company, operating electric cars through the northeast section of the State, was crippled for weeks and the people whom that road was created to serve were denied its benefits. The State was compelled to call out the National Guard to preserve the peace. Thousands and thousands of dollars were spent in that effort. Some lives were lost and a great deal of property destroyed, simply because the public service corporation, organized and created primarily for the purpose of serving the public, was unable to agree with its employees as to the rate of wages to be paid and the number of hours such employees should serve in a day.

"I am not here arguing the cause of either capital or labor. I am not the advocate of any special interest. For the purposes of this argument neither is entitled to special consideration.

"It was because of a somewhat extended contemplation of the tremendous possibilities for harm to the general public under existing laws or rather lack of laws that I framed last year and introduced into the Legislature a bill to provide for the arbitration of differences between public service corporations and their employees. That bill was introduced into the Senate on the first day of the session which has just now ended. No action was taken upon it because it very soon developed that neither the corporations nor the labor organizations favored the bill, and the public, in whose interest the bill was drawn, and for whose protection it was designed, took so little interest in the subject that the members of the committee to which it was referred saw no reason for reporting it favorably. A hearing was had upon the bill and it was vigorously opposed by Mr. Samuel Gompers, the national president of the Federation of Labor. No one appeared in support of the bill except its author and introducer. Seven million people are represented by the Legislature of the State, and yet, a bill which was designed to protect those people, or a great majority of them in their right to use the railroads, telegraph companies, telephone companies, gas and water companies, and to have that use uninterruptedly, had no spokesman at that hearing to represent them, and during at least one more year the corporations of the State will go on just as they have in the past, refusing to arbitrate because 'there is nothing to arbitrate,' and if every railroad company in the State ceases its operations and every telegraph and telephone company closes its offices and every water and gas company in the State ceases to deliver its products, the people of New York State will be as helpless as were the people of Pennsylvania, and in fact of the whole country, last year while the coal mine operators were refusing to arbitrate their differences with their employees.

"The bill which I introduced does not provide for compulsory arbitration. It might more properly be called a voluntary arbitration. Briefly, its provisions are as follows: It first defines public service corporations and then goes on to define a strike and a lockout, and requires public service corporations to sign written contracts engaging to retain their employees and

not to discharge them without ten days' written notice of their intention so to do, except by mutual consent. On the part of the employees, they are required to sign a contract engaging not to leave the service of the corporation except by mutual consent until after ten days' written notice of their intention so to do, and both parties by the contract agree to abide by and conform to the provisions of the law. Whenever a strike or a lockout takes place or is threatened, it becomes the duty of the Attorney-General to apply to the Appellate Division of the Supreme Court of the department in which the strike or lockout exists or is threatened, for the appointment of arbitrators, who are to have summary powers in the settlement of the controversy. Upon the application to the court, both sides to the controversy are to have the right to be represented by counsel. Notice of such application is to be given by publication in newspapers. A notice of the hearing is to be given in like manner. The arbitrators are to make their determination promptly, which determination is to be published in the newspapers, and which becomes binding upon both parties to the controversy from the date of such publication. Pending the hearing, conditions are to remain as they were before the strike or lockout, and the employees are to continue in the performance of their duties. Failure to abide by the decision of the board of arbitrators renders the corporation liable to punishment as for a misdemeanor. The persistent refusal would be punished by the penalty of a daily fine. The writ of mandamus is authorized to compel the company to abide by the decision and the Attorney-General is authorized to begin an action in the name of the people to forfeit the franchise of any corporation which continues to violate the decision. The employees who refuse to abide by the decision are punishable by fine or imprisonment, and the persistent refusal on their part renders them ineligible to again enter the employ of a public service corporation within the State.

"Mr. Gompers calls this compulsory arbitration. I call it a voluntary agreement to provide for arbitration. Mr. Gompers says that compulsory arbitration means involuntary servitude and that involuntary servitude is slavery. I am willing to concede the latter part of Mr. Gompers' claim, but there is nothing in the bill which I introduced which provides for involuntary servitude.

"No human being is bound to enter the employ of any public service corporation. If he shall enter it he assumes certain obligations. Among them is the obligation not to quit the service of the company at such a time or in such a manner as to hinder it in the transaction of its business affairs. No man can be compelled in time of peace to enlist in the regular army of the United States. But if, for any reason satisfactory to himself, he does enlist, he voluntarily assumes certain obligations, among which is the obligation to serve for the full period of his enlistment and obey all orders of his superior officer. I would dignify the service of the locomotive engineer and of the locomotive conductor, the motorman and conductor on the electric car, the telegraph and telephone operators, by giving to those positions a quasi public character. I would make them primarily the servants of the State, incidentally in the employ of public service corporations. None would be compelled to enter that service, but having entered, none would be permitted to leave until such time as his leaving could be accomplished without embarrassment to the public.

"Under certain circumstances the sheriff of the county is empowered to call upon any able-bodied citizen between the ages of 18 and 45 to assist in preserving the peace of the county. A citizen so called upon is required to leave his ordinary private business and obey the orders of the sheriff and can be held regardless of his own convenience or of his own pleasure as a member of the sheriff's posse, for such a time as the sheriff may require his services. Such service is compulsory, but it is not involuntary servitude within the meaning of the Constitution, nor is it slavery. It is simply the performance by the citizen of a public duty for the public good under conditions for which he is not responsible, and from which he derives no adequate compensation. No man is bound to remain a citizen. If he is unwilling to assume the burdens of citizenship in this country he can emigrate to a country where conditions are more to his liking. But if he chooses to remain here he cannot escape the obligations which appertain to his citizenship. I would make the employee of the public service corporation who voluntarily enters into the service of that corporation assume the additional obligation of remaining in its employ until such time as he can leave it without embarrassment to the public interest.

"Several times each year the county judge, the sheriff and the county clerk draw from the jury box the names of large numbers of our citizens who are forthwith notified to appear for jury duty. They of course have no interest whatever in the issues upon which they are to pass. They do not seek the positions of jurymen. In many instances they serve only at a financial loss. Oftentimes they are compelled to leave their families for days or weeks and to submit to be locked up at night and even on Sundays. They do this because the public interest requires it. Because as citizens they owe to the public the duty of such service. Instances are not infrequent where such service is rendered at great personal inconvenience, but no one complains of involuntary servitude or slavery. Why should a conductor on a trolley car, or the operator at a telephone office, or an engineer at a water plant pumping station feel that he was being degraded and enslaved by being compelled to carry out the terms of a written contract into which he had voluntarily entered and to continue in the performance of a public duty for a period of ten days after he should have given notice of an intention to leave such service and resign his position?

"What is there about the relation of master and servant which makes it of so much more sacred a character than other relations of life? The husband and wife who find themselves unable to agree are not permitted to dissolve the marriage relation at their own pleasure. On the contrary, the wife whose husband neglects to provide for her or for any reason gives her cause to desire the dissolution of the marriage contract, is compelled to go into court, oftentimes at the cost of great mental and physical suffering on her part and maintain in a court of equity the charges which she has seen fit to bring against the husband. Why should not the motorman on an electric car who has differences with the company by which he is employed be required to continue in that service for at least ten days, and, under certain conditions, submit the justice of his claim to the court of arbitration?

"All kinds of controversies except controversies between employers and their employees involving the right to sever the relation of master and

servant can now be settled by the courts, and the courts, even now, will go so far as to enjoin a person under contract to render services to another, from performing similar service for a third party, during the life of such contract. Any individual can sue any other individual upon any kind of a claim. Thousands of such suits are brought upon causes of action that are in themselves of the most trivial character. Courts are provided and maintained at great expense to the State for the purpose of settling such troubles. In such suits the interests represented are only personal to the plaintiff and defendant. The public has no care, in a majority of the cases. Yet, the public is taxed for the benefit of such litigants. Why should there not be a court of arbitration to which should be taken controversies between public service corporations and their employees—controversies in which the public has a deep and abiding interest—and no court has been provided and no code has been enacted by which such controversies can be adjusted. Surely such a condition should not be permitted to continue. Surely there is enough of public spirit once aroused, and public interest once stimulated, to insist that the rights of the people should be protected.

"Mr. Gompers claims that the right to strike is 'a Heaven given right' which no Legislature can take from the individual. Mr. Baer claimed that the right to control his own property was a 'divine right' which he could not be compelled to surrender. Both are wrong. Neither has any right which is not originally derived from the State, and what the State has given the State can take away. This applies as well to property as to anything else. It is as well within the power of the State to provide a court for the settlement of strikes as it is within the power of the State to provide a court for the granting of divorces. It is as well within the power of the State to compel the railroad companies and the men who operate those railroads to conform to rules to be laid down by the State as it is within the power of the State to punish the switch tender who turns the wrong switch or the engineer who runs past the danger signal. The corporation has been created primarily for the benefit of the public. It derives all its power from the State, and to say that the State which created the corporation cannot regulate it and control its operations so far as the public interest requires is to advance a proposition the absurdity of which must be apparent to every one.

"We are now in the midst of an avalanche of strikes. The painters are on a strike. The iron workers are on a strike. Some of the machinists are on a strike. Recently the teamsters' union was out on a strike. Only a few days ago in the harbor of New York, a strike was threatened, which if it had been consummated, would have tied up the entire commerce of the greatest port on the Atlantic coast. With such strikes I have nothing to do. The bill which I introduced would not apply to them. I have prepared no bill for the settlement of strikes between individuals as employers and individuals as employees. My bill is limited only to the settlement of controversies between corporations created by the State for the purpose of serving the State and the men whom those corporations employ. The time may come, God grant it may come soon, when there will be no strikes. The time may come when capital and labor will fraternize, when each will see the importance of living in harmony with the other; when each will see and realize the wisdom of the policy of concession. The time may come

when voluntary arbitration will be the rule, and the necessity for legislative interference will have gone by. It is a short sighted policy, it seems to me, which makes a strike possible. In these times of great industrial activity, employers rushed with orders, the operators drawing steady wages and working full time, it seems almost criminal to permit factories to be closed and men to be idle. It seems as though self-interest would lead both the employers and the employees to be willing on the one hand to pay liberal wages and on the other hand to yield ready and cheerful service.

"But I argue not for the capitalist and not for the laborer. I argue alone for the great mass of the citizens of the State who are neither capitalists nor laborers. I argue for the reasonable and fair proposition that the corporation which has been granted special privileges by the State shall be compelled by the enactment of suitable legislation and the creation of suitable instrumentalities to perform that duty uninterruptedly and regularly, and that the individuals who voluntarily assume responsibilities and duties in connection with the operations of such corporations shall not be permitted, upon any pretext or for any cause, to cripple, hinder or delay the public and the public interests because of some trivial quarrel over hours of service or rates of wages. I take no sides in this matter. I am neither for nor against the corporations, nor am I for or against the employees of the corporations. I am for the public. I want the public rights maintained, the public privileges conserved, the public interests guarded, and it seems to me that the public will be satisfied with nothing else."

Part VI.

Text of Laws for Industrial Arbitration and Conciliation.

ARBITRATION LAWS OF THE UNITED STATES.

Below are given all laws in the United States dealing with the settlement of industrial disputes by conciliation or arbitration, together with the two statutes of the Dominion Government in Canada upon the same subject. All of these are printed as amended up to January 1, 1904.

The United States laws include the federal statute of 1898 providing for mediation and arbitration in disputes involving railroads and their employees in train service; laws for State boards of arbitration in California, Colorado, Connecticut, Idaho, Illinois, Indiana, Louisiana, Massachusetts, Michigan, Minnesota, Missouri, Montana, New Jersey, New York, Ohio, Utah and Wisconsin; laws for permanent local boards in each county in Iowa and Kansas; for the submission of any given dispute to temporary boards to be appointed by the parties in Maryland, Pennsylvania and Texas; the provision of North Dakota for mediation by the Commissioner of Agriculture and Labor when requested by either party to a dispute; the law of the State of Washington for mediation by the Commissioner of Labor or arbitration at his instance; and a clause of the State constitution of Wyoming which directs the legislature to establish courts of arbitration for industrial disputes, which direction had not been carried out previous to 1904, although the legislature of 1901 directed the governor to appoint a commission to report upon the necessity of such legislation. The two Canadian laws include that of July 18, 1900, providing for intervention in industrial disputes by the Minister of Labor, and the act of July 10, 1903, making special provision for conciliation or arbitration in railway disputes.

UNITED STATES.

[Public Laws of 1898, Chapter 370.]

An Act concerning carriers engaged in interstate commerce and their employees.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, en-

gaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

§ 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

§ 3. Whenever a controversy shall arise between a carrier subject to this act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the

majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless

the said individual employees shall give assent in writing to become parties to said arbitration.

§ 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

§ 5. For the purposes of this act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

§ 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall when duly asknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however*, That the said chairman of

the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

§ 7. During the pendency of arbitration under this act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

§ 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

§ 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

§ 10. Any employer subject to the provisions of this act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain

a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt to conspire to prevent such employee from obtaining employment, or who shall after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

§ 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the treasury not otherwise appropriated.

§ 12. The act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved June 1, 1898.

CALIFORNIA.

[Laws of 1891, Chapter 51.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

Section 1. On or before the first day of May of each year, the governor of the state shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employees, and the third member shall represent neither, and shall be chairman of the board. They shall hold office for one year and until their successors are appointed and qualified.

If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however*, that when the parties to any controversy or difference, as provided in section two of this act, do not desire to submit their controversy to the state board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the state board. The members of the said board or boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this act.

§ 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employees, the board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

§ 3. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the chairman of said board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the board entailed thereby. The board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

§ 4. The decision rendered by the board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employees by posting a notice thereof in three conspicuous places in the shop or factory where they work.

§ 5. Both employers and employees shall have the right at any time to submit to the board complaints of grievances and ask for an investigation thereof. The board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

§ 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the state treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

§ 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the state treasury not otherwise appropriated, for the expenses of the board for the first two years after its organization.

§ 8. This act shall take effect and be in force from and after its passage. Approved March 10, 1891.

COLORADO.

[Laws of 1897, Chapter 2, as amended by Laws of 1903, Chapter 136.]

An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between employers and employees and defining the powers and duties thereof and making an appropriation therefor.

Be it enacted by the General Assembly of the State of Colorado:

Section 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employees.

§ 2. Immediately after the passage of this act the governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the state of Colorado and above the age of thirty years. One of the members of said board shall be selected from the ranks of active members of bona fide labor organizations of the state of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the board shall be appointed by the governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the board above designated. If any vacancy should occur in said board, the governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as hereinbefore provided.

§ 3. The third member of said board shall be secretary thereof, whose duty it shall be, in addition to his duties as a member of the board, to keep a full and faithful record of the proceedings of the board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the board; and shall also have, under direction of a majority of the board, power to issue subpoenas, and to administer oaths to witnesses cited before the board, to call for and examine books, papers and documents necessary for examination in the adjustment of labor differences. If any person having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be propounded touching the subject matter of the inquiry or investigation, it shall be the duty of the District Court or the County Court of the county in which the hearing is being conducted, or of the Judge thereof

if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him or her to appear before such board and give his or her testimony, or to produce such books and papers as may be lawfully required by said board; and said court or judge thereof shall have power to punish, for contempt, as in other cases of refusal to obey the process and [orders] of such court.

§ 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The secretary of state shall set apart and furnish an office in the state capitol for the proper and convenient transaction of the business of said board.

§ 5. Whenever any grievance or dispute of any nature shall arise between employer and employees, it shall be lawful for the parties to submit the same directly to said board, in case such parties elect to do so, and shall jointly notify said board or its clerk in writing of such desire. Whenever such notification is given it shall be the duty of said board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the board, provided such decision shall be given within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its chairman or clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in section three of this act.

§ 6. After the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The clerk of said board shall file four copies of such decision, one with the secretary of state, a copy served to each of the parties to the controversy, and one copy retained by the board.

§ 6-a. Said decision shall be binding upon the parties who join in said application for one year.

§ 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the state, and shall come to the knowledge of the members of the board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the mayor or clerk of the city or town, or from the justice of the peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the con-

troversy and endeavor by mediation to effect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy; and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by section three of this act.

§ 7-a. In the event of a failure to abide by the decision of said board in any case in which both employer and employee shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the District Court or the County Court of the county in which the offending party resides, or in the case of an employer, in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with, and stating by whom, and in what respect it has been disregarded. Thereupon the District Court, or the County Court (as the case may be), or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court or the judge thereof, if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall not extend to imprisonment, except in cases of wilful and contumacious disobedience.

§ 8. The fees of witnesses before said Board of Arbitration shall be two dollars ($2) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of legal age authorized by the board to serve the same.

§ 9. The parties to any controversy or difference as described in section five of this act may submit the matters in dispute in writing to a local board of arbitration and concilation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitra-

tion: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local board of arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the state board shall be called upon to take charge of said case as provided by this act.

§ 10. Said state board shall report to the governor annually, on or before the fifteenth day of November in each year, the work of the board, which shall include a concise statement of all cases coming before the board for adjustment.

§ 11. The secretary of state shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the secretary of the board, provided the volume shall not exceed four hundred (400) pages.

§ 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars ($500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the secretary of the board shall receive a salary of twelve hundred dollars ($1,200) per annum. The salaries of the members shall be paid in monthly instalments by the state treasurer upon the warrants issued by the auditor of the state. The other expenses of the board shall be paid in like manner upon approved vouchers signed by the chairman of the Board of Arbitration and the secretary thereof.

§ 13. The terms of office of the members of the board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the governor shall appoint one from each class for the period of two years. The third member of the board shall be appointed as herein provided every two years. The governor shall have the power to remove any members of said board for cause and fill any vacancy occasioned thereby.

§ 14. For the purpose of carrying out the provisions of this act there is hereby appropriated out of the general revenue fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

§ 15. In the opinion of the general assembly an emergency exists; therefore, this act shall take effect and be in force from and after its passage.

CONNECTICUT.

[Revised Statutes, embodying Chapter 239 of the Laws of 1895.]

Section 4708. **Appointment of Board of Arbitration.**—During each biennial session of the General Assembly, the governor shall, with the advice and consent of the senate appoint a State Board of Mediation and Arbitration, to consist of three persons, each of whom shall hold his office for two years. One of said persons shall be selected from the party which, at the last general election cast the greatest number of votes for governor, one from the party which, at the last general election cast the next greatest

number of votes for governor, and the other from a bona fide labor organization of this state. Said board shall select one of its number to act as clerk or secretary, who shall keep a record of the proceedings of the board, and also keep all documents and testimony submitted to said board; he shall have power to call for and examine the books, papers and documents of the parties to all cases before said board. Said arbitrators shall be sworn before entering upon the discharge of their duties.

§ 4709. **Duties of Board of Arbitration.**—Whenever a grievance or dispute shall arise between an employer and his employees, the parties may submit the same directly to the State Board of Mediation and Arbitration and notify said board or its clerk in writing. Whenever such notification is given, said board shall proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the causes thereof. The parties shall thereupon submit to said board in writing, succinctly, clearly and in detail, their grievances and complaints and the causes thereof and severally promise and agree to continue in business, or at work, without a strike or lockout until the decision of said board is rendered; provided it shall be rendered within ten days after the completion of the investigation. The board shall fully investigate and inquire into the matters in controversy, take testimony under oath in relation thereto, and may by its chairman or clerk, administer oaths and issue subpoenas for the attendance of witnesses, and for the production of books and papers.

§ 4710. **Decision to Be in Writing.**—After a matter has been fully heard, the board, by a majority of its members, shall within ten days, render a decision thereon in writing, signed by a majority of the members of the board, stating such details as will clearly show the nature of the decision, and the points disposed of by said board. One copy of the decision shall be filed by the board in the office of the town clerk in the town where the controversy arose, and one copy shall be given to each of the parties to the controversy.

§ 4711. **Duty of Board in Case of a Strike.**—Whenever a strike or lockout shall occur, or is seriously threatened and it shall come to the knowledge of the board it shall proceed as soon as practicable, to the locality of such strike or lockout, put itself in communication with the parties to the controversy, and endeavor by mediation to effect a settlement of such strike or lockout, and may inquire into the causes of the controversy, and may subpoena witnesses and send for persons and papers.

§ 4712. **Reports.**—Said board shall, on or before the first of December in each year, make a report to the governor, and shall include therein such statements, facts, and explanations, as will disclose the actual working of the board and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed.

§ 4713. **Definition of Term Employer.**—The term employer shall include a firm, company, and corporation.

IDAHO.

[Act of 1901, page 66.]

An Act providing for the creation of a labor commission, and defining its duties and powers, and providing for arbitration and investigation of labor troubles.

Be it enacted by the Legislature of the State of Idaho:

Section 1. There shall be and is hereby created, a commission to be composed of two electors of the state, which shall be designated the labor commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

§ 2. The members of said commission shall be appointed by the governor, by and with advice and consent of the senate; and shall hold office for two years and until their successors shall have been appointed and qualified. One of said commissioners shall have been, for not less than six (6) years of his life, an employee, for wages, in some department of industry, in which it is usual to employ a number of persons, under single direction and control, and shall be, at the time of his appointment, affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said commissioners shall have been, for not less than six years, an employer of labor, for wages, in some department of industry in which it is usual to employ a number of persons, under single direction and control, and shall be, at the time of his appointment, affiliated with the employing interest, as distinguished from the labor interest. Neither of said commissioners shall be less than twenty-five years of age, and they shall not be members of the same political party. A political party under the meaning of this section, should be held to mean one or more parties supporting one ticket or member of a fusion; neither of them shall hold any other State, county or city office in Idaho, during the term of office for which they shall be appointed. Each of said commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such commissioner.

§ 3. Such commission shall have a seal and shall not be required to leave their personal labor or business, except to perform the duties devolving upon them as members of the labor commission. When necessary, they may appoint a secretary, who shall be a skillful stenographer and typewriter, and who shall receive a salary of four dollars per day and traveling expenses for every day spent in the discharge of duty under the direction of the commission.

§ 4. It shall be the duty of said commissioners, upon receiving authentic information, in any manner, of the existence of any strike, lockout, or other labor complication in this State, effecting [affecting] the labor or employment of fifty persons or more, to go to the place where such complication exists, put themselves into communication with the parties to the controversy, and offer them [their] services as mediators between them: *Provided*, That in all cases where less than fifty persons are on strike or lockout, the commission may, in their discretion, act as though such number of strikers consisted of fifty or more persons. If they shall not succeed in effecting an amicable adjustment of the controversy in that way, they

shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise as they may elect.

§ 5. For the purpose of arbitration, under this act, the labor commissioners and the judge of the district court of the district in which the business in relation to which the controversy shall arise, shall have been carried on, shall constitute a board of arbitrators, to which shall be added, if the parties so agree, two other members, one to be named by the employer, and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company, and the employees of the company engaged in the running of trains, any terminal within this State, of the road, or any division thereof, may be taken and treated as the location of the business within the terms of this section, for the purpose of giving jurisdiction to the judge of the district court, to act as a member of the board of arbitration.

§ 6. An agreement to enter into arbitration under this act, shall be in writing and shall state the issue to be submitted and decided, and shall have the effect of an agreement, by the parties, to abide by, and perform the award. Such an agreement may be signed by the employer, as an individual firm, or corporation, as the case may be, and execution of the agreement, in the name of the employer, by any agent or representative of such employer, then and therefore in control or management of the business or department of business, in relation to which the controversy shall have arisen, shall bind the employer. On the part of the employees the agreement may be signed by them, in their own person, not less than two-thirds of those concerned in the controversy, signing, or it may be signed by a committee, by them appointed. Such committee may be created by election at a meeting of the employees concerned in the controversy, at which not less than two-thirds of such employees shall be present, which election, and the fact of the presence of the required number of employees at the meeting, shall be evidenced by the affidavit of the chairman and secretary of such meeting, attached to the arbitration agreement. If the employees, concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it, in any manner conformable to its usual methods of transacting business, and others of the employees, represented by committee as hereinbefore provided.

§ 7. If upon any occasion calling for the presence and intervention of the labor commissioners, under this act, one of said commissioners shall be present and the other absent, the judge of the district court of the district in which the dispute shall have arisen, as defined in section five, shall upon the application of the commissioners present, appoint a commissioner pro tempore, in the place of the absent commissioner and such commissioner pro tempore shall exercise all the powers of a commissioner under this act, until the termination of the duties of the commission with respect to the particular controversy, upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act, for the other commissioners. Such commissioner pro

tempore shall represent and be affiliated with the same interests as the absent commissioner.

§ 8. Before entering upon their duties, the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators, and a just and fair award render, to the best of their ability. The sitting of the arbitrators shall be in the court room of the district court or such other place as shall be provided by the county commissioners, of the county in which the hearing is had. The district judge shall be the presiding member of the board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the sheriff of the county, whose duty it shall be to serve the same, without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the district courts in the trial of civil cases. All questions of practice, or questions relating to the admission of evidence, shall be decided by the presiding member of the board summarily and without extended argument. The sittings shall be open and public. If five members are sitting as such board, three members of the board, agreeing, shall have power to make an award, otherwise two. The secretary of the commission shall attend the sitting and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the commission shall direct.

§ 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators, to the clerk of the district court of the judicial district in which the hearing was had, and deliver a copy of the award to the employer and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall be preserved by the commission.

§ 10. The clerk of the district court shall record the papers, delivered to him, as directed in the last preceding section, in the order book of the district court. Any person, who was a party to the arbitration proceedings, may present to the district court of the county in which the hearing was had, or the judge thereof, in vacation, a verified petition referring to the proceedings and the record of them, in the order book, and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon, the court or judge thereof, in vacation, shall grant a rule against the party or parties so charged, to show cause within five days, why said award has not been obeyed, which shall be served by the sheriff as other process. Upon return made to the rule, the judge or court, if in session, shall hear and determine the questions presented and make such order or orders, directed to the parties before him, in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made, shall be deemed a contempt of the court, and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of willful

disobedience. In all proceedings under this section, the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing, before the commencement of the hearing.

§ 11. The labor commission with the advice and assistance of the attorney-general of the state, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitration, under this act, not inconsistent with this act, or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

§ 12. Any employer and his employees, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may, of their own motion, apply to the labor commission, for arbitration of their differences, and upon the execution of an arbitration agreement, as hereinbefore provided, a board of arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced, in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

§ 13. In all cases arising under this act, requiring the attendance of a judge of the district court as a member of the arbitration board, such duty shall have precedence over any other business pending in his court, and if necessary for prompt transaction of such other business, it shall be his duty to appoint the district judge of an adjoining district to sit in the district court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to judges appointed to sit in case of change of judge in civil actions. In case the judge of the district court, whose duty it shall become under this act, to sit upon any board of arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will, in his opinion, continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such judge to call in and appoint the district judge of an adjoining district, to sit upon such board of arbitrators, and such appointed judge shall have the same power and perform the same duties as member of the board of arbitration as are by this act vested in and charged upon the district judge regularly sitting, and he shall receive the same compensation, now provided by law, to a judge sitting by appointment, upon a change of judge in civil cases, to be paid in the same way.

§ 14. If the parties to any such labor controversy as is defined in section four of this act, shall have failed at the end of five days, after the first communication of said labor commission to them, to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the labor commission to proceed at once to investigate the facts attending the disagreement.

In this investigation, the commission shall be entitled, upon request, to the presence and assistance of the attorney-general of the state, in person

or by deputy, whose duty it is hereby made to attend, without delay, upon request, by letter or telegram, from the commission. For the purpose of such investigation, the commissioners shall have power to issue subpoenas and each of the commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under seal of the commission, and signed by the secretary of the commission, or a member of it, and shall command the attendance of the person or persons named in it, at a time and place named, which subpoena may be served and returned as other process by any sheriff or constable in the state.

In case of disobedience of any such subpoena or the refusal of any witness to testify, the district court having jurisdiction or the judge thereof, during vacation, shall, upon the application of the labor commission, grant a rule against the disobeying person or persons or the person refusing to testify, to show cause, forthwith why he or they should not obey such subpoena or testify as required by the commission, or be adjudged guilty of contempt, and in such proceedings, such court, or the judge thereof, in vacation, shall be empowered to compel obedience to such subpoena, as in the case of subpoena issued under the order of and by the authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness, at any place outside the county of his residence. Witnesses called by the labor commission, under this section, shall be paid two dollars per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

§ 15. Upon the completion of the investigation authorized by the last preceding section, the labor commission shall forthwith report the facts thereby disclosed, affecting the merits of the controversy, in a brief and condensed form to the governor.

§ 16. Any employer shall be entitled, in his response to the inquiries made of him by the commission in the investigation provided for in the last two preceding sections, to submit in writing to the commissioner a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

§ 17. Said commissioners shall receive a compensation of six dollars each per diem, for the time actually expended, and actual and necessary traveling and hotel expenses, while absent from home in the performance of duty, and each of the two members of the board of arbitration, chosen by the parties under the provisions of this act, shall receive the same compensation for the days occupied in service, upon the board. The attorney-general or his deputy shall receive his necessary and actual traveling expenses while absent from home in the service of the commission. Such compensation and expenses shall be paid by the state treasurer upon warrants drawn by the auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the commissioners, shall be certified as correct by the commissioners, or one of them, and the accounts of the commissioners shall be certified by the secretary of the commission. It is hereby declared to be the policy of this act, that the arbitrations and investigations provided for in it, shall be conducted with

all reasonable promptness and dispatch, and no member of any board of arbitration shall be allowed payment for more than fifteen days' service, in any one arbitration, and no commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section fourteen and sections following.

§ 18. For the payment of the salary of the secretary of the commission, the compensation of the commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses, there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of three thousand dollars for the year nineteen hundred and one, and three thousand dollars for the year nineteen hundred and two.

§ 19. Within ten days after the members of the labor commission shall have been appointed, and said appointments ratified by the senate, they shall meet at the state capital for a period of not to exceed ten days, for the purpose of drafting rules and method of procedure in sessions of the commission, in accordance with section eleven of this act, and for such period the pay of the commissioners, and the secretary of the commission shall be the same as allowed them by this act, when serving as arbitrators or mediators.

§ 20. All laws, in conflict with this act, are hereby repealed.

§ 21. This act shall take effect and be in force from and after its passage, an emergency existing therefor.

Approved, March 12, 1901.

ILLINOIS.

[Act of August 2, 1895, as amended by acts of April 12, 1899, May 11, 1901, and May 15, 1903.]

An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employees, and to define the powers and duties of said board.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. As soon as this act shall take effect the governor, by and with the advice and consent of the senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a "State Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and only one of whom shall be an employee, and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the senate. On the first day of March, 1897, the governor, with the advice and consent of the senate, shall appoint three persons as members of said board in the same manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at

any time, the governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and whose salary shall be two thousand five hundred dollars ($2,500) per annum, payable out of the state treasury, upon the warrant of the auditor of public accounts, from any money not otherwise appropriated; said secretary to receive also his necessary traveling and other expenses, to be paid from the state treasury on bills of particulars to be approved by the chairman of the board and the governor.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employees in this state, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative or expert in the departments of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued

by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employees shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business employ in the aggregate not less than twenty-five persons, and having a common difference with their employees shall, co-operating together, make application for arbitration, or whenever such application shall be made by the employees of two or more employers engaged in the same general line of business, such employees being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employees in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer or by the employees of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the state board that a strike or lockout is seriously threatened in the state, involving an employer and his employees, if he is employing not less than twenty-five persons, it shall be the duty of the state board to put itself in communication as soon as may be with such employer or employees and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the state board.

§ 6a. It shall be the duty of the mayor of every city and president of every incorporated town or village whenever a strike or lockout involving more than twenty-five employees shall be threatened or has actually occurred within or near such city, incorporated town or village to immediately communicate the fact to the state board of arbitration, stating the name or names of the employer or employers and of one or more employees, with their post-office address, the nature of the controversy or difference existing, the number of employees involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer, to immediately communicate the fact of such strike or lockout to the said board with such information as he may possess touching the difference or controversy and the number of employees involved.

§ 6b. Whenever there shall exist a strike or lockout wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lockout shall consent to submit the matter or matters in controversy to the state board of arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lockout and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lockout; and in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall each receive a salary of one thousand five hundred dollars ($1,500) a year, and necessary traveling expenses, to be paid out of the treasury of the state upon bills of particulars approved by the governor.

§ 8. Any notice or process issued by the state board of arbitration shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

INDIANA.

[Laws of 1897, Chapter 88, as amended by Laws of 1899, Chapter 228.]

An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.

Be it enacted by the General Assembly of the State of Indiana:

Section 1. That there shall be, and is hereby created a commission to be composed of two electors of the state which shall be designated the labor commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

§ 2. The members of said commission shall be appointed by the governor, by and with the advice and consent of the senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said commissioners shall have been for not less than ten years of his life an employee for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other state, county, or city office in Indiana during the term for which he shall be appointed. Each of said commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such commissioner.

§ 3. Said commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars ($600) per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

§ 4. It shall be the duty of said commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott or other labor complication in this state affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

§ 5. For the purpose of arbitration under this act, the labor commissioners and the judge of the circuit court of the county in which the business in relation to which the controversy shall arise, shall have been

carried on shall constitute a board of arbitrators to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company and employees of the company engaged in the running of trains, any terminal within this state of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the judge of the circuit court to act as a member of the board of arbitration.

§ 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employees the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employees concerned in the controversy at which not less than two-thirds of all such employees shall be present, which election and the fact of the presence of the required number of employees at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employees concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employees represented by committee as hereinbefore provided.

§ 7. If upon any occasion calling for the presence and intervention of the labor commissioners under the provisions of this act, one of said commissioners shall be present and the other absent, the judge of the circuit court of the county in which the dispute shall have arisen, as defined in section five, shall upon the application of the commissioners present, appoint a commissioner pro tem. in the place of the absent commissioner, and such commissioner pro tem. shall exercise all the powers of a commissioner under this act until the termination of the duties of the commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such commissioner pro tem. shall represent and be affiliated with the same interests as the absent commissioner.

§ 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the courtroom of the circuit court, or such other place as shall be pro-

vided by the county commissioners of the county in which the hearing is had. The circuit judge shall be the presiding member of the board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the circuit courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the board shall direct. If five members are sitting as such board three members of the board agreeing shall have power to make an award, otherwise, two. The secretary of the commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the commission shall direct.

§ 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the clerk of the circuit court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the commission at Indianapolis.

§ 10. The clerk of the circuit court shall record the papers delivered to him as directed in the last preceding section in the order book of the circuit court. Any person who was a party to the arbitration proceedings may present to the circuit court of the county in which the hearing was had, or the judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the court or judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the sheriff as other process. Upon return made to the rule the judge or court, if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

§ 11. The Labor Commission, with the advice and assistance of the attorney-general of the state, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act

not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

§ 12. Any employer and his employees, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a board of arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

§ 13. In all cases arising under this act requiring the attendance of a judge of the circuit court as a member of an arbitration board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other circuit judge, or judge of a superior or the appellate or supreme court to sit in the circuit court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to judges appointed to sit in case of change of judge in civil actions. In case the judge of the circuit court whose duty it shall become under this act to sit upon any board of arbitrators shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such judge to call in and appoint some other circuit judge, or some judge of a superior court, or the appellate or supreme court, to sit upon such board of arbitrators, and such appointed judge shall have the same power and perform the same duties as member of the board of arbitration as are by this act vested in and charged upon the circuit judge regularly sitting, and he shall receive the same compensation now provided by law to a judge sitting by appointment upon a change of judge in civil cases, to be paid in the same way.

§ 14. If the parties to any such labor controversy as is defined in section four of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the labor commission to proceed at once to investigate the facts attending the disagreement. In this investigation the commission shall be entitled, upon request, to the presence and assistance of the attorney-general of the state, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the commission. For the purpose of such investigation the commission shall have power to issue subpoenas, and each of the commissioners shall have power to administer oaths and affirmations. Such subpoenas shall be under the seal of the commission and signed by the secretary of the commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be

served and returned as other process by any sheriff or constable in the state. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the circuit court of the county within which the subpoena was issued, or the judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the commission, or be adjudged guilty of contempt, and in such proceedings such court, or the judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the labor commission under this section shall be paid $1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

§ 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the governor, who, unless he shall perceive good reasons to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable such report shall be printed under the direction of the commission and a copy shall be supplied to any one requesting the same.

§ 16. Any employer shall be entitled, in his response to the inquiries made of him by the commission in the investigation provided for in the two last preceding sections, to submit in writing to the commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

§ 17. Said commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a board of arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the board. The attorney-general, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the commission. Such compensation and expenses shall be paid by the treasurer of state upon warrants drawn by the auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the commissioners, shall be certified as correct by the commissioners, or one of them, and the accounts of the commissioners shall be certified by the secretary of the commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any board of arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no commissioner shall be allowed payment for more than ten day's service in the making of the investigation provided for in section fourteen and sections following.

§ 18. For the payment of the salary of the secretary of the commission, the compensation of the commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

IOWA.

[Act of March 6, 1886.]

An Act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employed.

Be it enacted by the General Assembly of the State of Iowa:

Section 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry: *Provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that

licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing, and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute: *Provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

§ 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all

questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of anyone interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of.....County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the.....trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

§ 11. The license to be issued upon such petition may be as follows:

STATE OF IOWA, } ss.:
..... COUNTY, }

Whereas, The joint petition and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state) praying the creation of a tribunal of voluntary arbitration for the settlement of disputes in the.....trade within this county and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen.

Now, in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen for the period of one year from this date, and they shall meet and organize on the.....day of.....A. D.....at.....

Signed this.....day of.....A. D.....

Clerk of the.....District Court of.....County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the.....trade) the following subject-matter, viz.: (Here state full and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this.....day of.....A. D.....

(Signatures).....

.....

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

Approved March 6, 1886.

KANSAS.

[Laws of 1886, Chapter 28. See General Statutes, Chapter 5a, §§ 332-341.]

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

Section 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent them-

selves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; *Provided*, That said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to

be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon, and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, That any such award may be impeached for fraud, accident or mistake.

§ 10. The form of the petition praying for a tribunal under this act shall be as follows:

To the District Court of.....County (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

§ 11. This act to be in force and take effect from and after its publication in the official state paper.

Published February 25, 1886.

LOUISIANA.

[Laws of 1894, No. 139.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.

Be it enacted by the General Assembly of the State of Louisiana:

Section 1. That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint five competent persons to serve as a board of arbitration and conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or board representing employers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided, however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the governor shall make said appointments in accordance with the spirit and

intent of this act; said appointments, if made when the senate is not in session, may be confirmed at the next ensuing session.

§ 2. Two shall be appointed for two years, two for three years and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If for any reason a vacancy occurs at any time, the governor shall in the same manner appoint some person to serve out the unexpired term.

§ 3. Each member of said board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The board shall, as soon as possible after its organization, establish rules of procedure.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this state, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said board if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order,

and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the board.

§ 9. The board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the board. The board shall have the right to compel the attendance of witnesses or the production of papers.

§ 10. Whenever it is made to appear to the mayor of a city or the judge of any district court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the mayor of such city or judge of the district court of such parish shall at once notify the state board of the fact. Whenever it shall come to the knowledge of the state board, either by the notice of the mayor of a city or the judge of the district court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened or has actually occurred in any city or parish of this state, involving an employer and his present or past employees, if at the time he is employing or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees.

§ 11. It shall be the duty of the state board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the state board of arbitration and conciliation; and the state board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

§ 12. The said state board shall make a biennial report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

§ 13. The members of said state board of arbitration and conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall quarterly certify the amount due each member, and, on presentation of his certificate, the auditor of the state shall draw his warrant on the treasury of the state for the amount.

§ 14. This act shall take effect and be in force from and after its passage.

Approved July 12, 1894.

MARYLAND.

[Act of April 1, 1878. See Code of Public Laws, Article 7.]

An Act to provide for the reference of disputes between employers and employees to arbitration.

Be it enacted by the General Assembly of Maryland:

Section 1. That whenever any controversy shall arise between any corporation incorporated by the state in which this state may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the board of public works, shall tend to impair the usefulness or prosperity of such corporation, the said board of public works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said board of public works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said board of public works to examine into and ascertain the cause of said controversy, and report the same to the next general assembly.

§ 2. And be it enacted, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employees, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

§ 3. And be it further enacted, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employees, acceptable to the parties to the dispute, respectively, who, together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

§ 4. And be it further enacted, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in

dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

§ 5. And be it further enacted, That it shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 6. And be it further enacted, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the public general laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

Approved April 1, 1878.

MASSACHUSETTS.

[Acts of 1886, Chapter 263, as amended by St. 1887, Chapter 269; St. 1888, Chapter 261; St. 1890, Chapter 385; St. 1892, Chapter 382; and constituting Chapter 106 of the Revised Laws of 1901, as amended by St. 1902, Chapter 446.]

State Board of Conciliation and Arbitration.

Section 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon a third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand

dollars a year and his necessary traveling and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than twelve hundred dollars a year. The board shall from time to time establish such rules of procedure as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

DUTIES AND POWERS.

Section 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lockout described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board; and such notification may be given by the employer or by the employees concerned in the strike or lockout. If, when the state board has knowledge that a strike or lockout, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lockout, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lockout has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following section.

§ 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, hear all persons interested therein who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

§ 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized thereto in writing; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the grievances complained of and a promise to continue in business or at work without any lockout or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

§ 5. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate a fit person to act in the case as expert assistant to the board and the board shall appoint such experts if so nominated. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary traveling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

§ 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way

from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six.

LOCAL BOARDS OF CONCILIATION AND ARBITRATION.

Section 7. The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

MICHIGAN.

[Public Acts of 1889, No. 238, being sections 559-568 of the Compiled Laws of 1897, as amended by Acts of 1903, No. 69.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a State Court of Mediation and Arbitration.

The People of the State of Michigan enact:

Section 1. That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement in the manner hereinafter provided.

§ 2. After the passage of this act the governor may, whenever he shall deem it necessary, with the advice and consent of the senate, appoint a state court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office respectively one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the senate shall not be in session

at the time any vacancy shall occur or exist, the governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy with the same authority to enforce their production as is possessed by the courts of record or the judges thereof in this state. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capital by the person or persons having charge thereof for the proper and convenient transaction of the business of said court.

§ 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state court, and shall jointly notify said court or its clerk in writing of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed with as little delay as possible to the locality of such grievance or dispute and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court in writing succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers to the same extent as such power is possessed by courts of record, or the judges thereof, in this state.

§ 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 6. Whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed as soon as is practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance and send for persons and papers in like manner and with the same powers as it is authorized to do by section four of this act.

§ 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of state auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

§ 8. Said court shall make a yearly report to the legislature and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and wage-earners.

§ 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the state. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

§ 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

§ 11. It shall be the duty of the mayor of any city, the supervisor of any township, or the president of any village, to promptly furnish, or cause to be furnished to the court provided for in this act, information of the threatened or actual occurrence of any strike or lockout within his jurisdiction.

§ 12. There shall be printed biennially ten thousand copies of the report of the court, together with the act under which the court was instituted, for distribution among labor unions and the public generally.

MINNESOTA.

[Laws of 1895, Chapter 170.]

An Act to provide for the settlement of differences between employers and employees, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the

first Monday in January, 1897, and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows: One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the state, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, shall be neither an employee or an employer of skilled labor: *Provided*, however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

§ 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable.

§ 3. That whenever any controversy or difference arises relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or nonresident, and his or their employees, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

§ 4. That said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employees, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

§ 5. The said board shall have power to summon as witnesses any clerk, agent or employee in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

§ 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

§ 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employees by posting the same in three conspicuous places in the shop, factory or place of employment.

§ 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens or otherwise that what is commonly known as a strike or lockout is seriously threatened or has actually occurred in any city or town of the state involving an employer and his or its present or past employees, if at the time such employer is employing or up to the occurrence of the strike or lockout was employing not less than ten persons in the same general line of business in any city or town in this state, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employees and endeavor by mediation to effect an amicable settlement between them or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said state board, and the said state board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

§ 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation. Such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employees or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impar-

tially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them. Such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

§ 10. Each member of said state board shall receive as compensation five ($5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act. Such compensation shall be paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

§ 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employees; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

§ 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars ($2,000), or so much thereof as may be necessary, for the purposes of carrying out the provisions of this act.

§ 13. All acts and parts of acts inconsistent with this act are hereby repealed.

§ 14. This act shall take effect and be in force from and after its passage.

Approved April 25, 1895.

MISSOURI.

[Act of March 7, 1901, as amended by Act of March 23, 1903.]

Section 1. Within thirty days after the passage of this act, the governor of the state, by and with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of mediation and arbitration; one of whom shall be an employer of labor, or selected from some association representing employers of labor, and one who shall be an employee holding membership in some bona fide trade or labor union; the third shall be some person who is neither an employee nor an employer of labor. One member of said board shall be appointed for one year, one for

two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner herein provided. If a vacancy occurs in said board by death or otherwise, at any time, the governor shall appoint some competent person to fill the unexpired term.

§ 2. The board shall appoint a secretary, who shall hold office during the pleasure of said board, and whose duty it shall be to keep a full and faithful record of the proceedings of the board, and shall also have possession of all books and documents, and shall perform such other duties as the board may prescribe. He shall, under the direction of the board, issue subpoenas and administer oaths in all cases before the board and shall call for and examine books, papers and documents of any parties to the controversy.

§ 3. The compensation of the members of the board of mediation and arbitration and the clerk thereof shall be as follows: Each shall receive five dollars per day and three cents per mile, both ways, between their homes and the place of meeting, by the nearest comfortable routes of travel, and such other necessary traveling expenses as may be incurred in the discharge of their duties, to be paid out of the state treasury upon a warrant signed by the president of said board and approved by the governor: *Provided*, That neither said board nor the clerk thereof shall receive any compensation except for time actually engaged in the discharge of their duties as set forth in this act and in going to and from the place of meeting.

§ 4. Each member of said board shall, before entering upon the duties of his office, be sworn to support the constitution and faithfully demean himself in office. They shall organize at once by the choice of one of their number as chairman and the board shall, as soon as possible after its organization, establish suitable rules of procedure. Said board may hold meetings at any time or place in the state, whenever the same shall become necessary, and two members of the board shall constitute a quorum for the transaction of business.

§ 5. Whenever it shall come to the knowledge of the board that a strike or lockout is about to occur, or is seriously threatened, involving ten or more persons, in any part of the state, it shall be the duty of said board to proceed as soon as possible to the locality of such dispute, strike or lockout and place itself in communication with the parties to the controversy, and endeavor by mediation to effect a settlement. Should all efforts at conciliation fail, it shall be the duty of the board to inquire into the causes of said grievance or dispute, and to this end, it is hereby authorized to subpoena and examine witnesses, and send for books and papers. Subpoenas may be signed and oaths administered by any member of the board. Said board is further authorized to subpoena as witnesses anyone connected with the department of business affected, or other persons whom they may suspect of having knowledge of the matters in controversy or dispute, and anyone who keeps the records of the wages earned in such department, and examine them under oath touching such matters and require the production of books and papers containing the record of wages earned or paid. All process issued by said board may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same as may be required, and make due returns thereof, according to directions, and for

such service he shall receive the fees allowed by law in similiar cases, payable from the treasury of the county or city wherein the controversy to be arbitrated exists, upon a warrant signed by the president of the board of mediation and arbitration. Witnesses shall receive the same compensation as witnesses in courts of record which shall be paid in the same manner as sheriffs, constables and police officers above mentioned. And the board shall have power and authority to maintain and enforce order at its hearings and obedience to its process.

§ 5-a. In case any person shall wilfully fail or refuse to obey such subpoena, it shall be the duty of the circuit court, or any judge thereof in any county, upon the application of said board, to issue an attachment for such witness and compel such witness to attend before the board and give his testimony upon such matters as shall be lawfully required by said board; and the court shall have power to punish for contempt as in other cases of refusal to obey the process and order of such court.

§ 5-b. Any person who shall wilfully neglect or refuse to obey the process or subpoena issued by said board to appear and testify as therein required, shall be deemed guilty of a misdemeanor, and shall be liable to arraignment and trial in any court having competent jurisdiction, and on conviction thereof shall be punished for such offense by a fine of not less than twenty nor more than five hundred dollars, or by imprisonment not exceeding thirty days, or both, at the discretion of the court before which such conviction shall be had.

§ 6. In all cases when any grievance or dispute shall arise between any employer and his employees, said dispute involving ten or more employees, it shall be the duty of the parties to said controversy to submit the same to said board for investigation. Within ten days after the completion of said examination or investigation, authorized by this article, the board, or a majority thereof, shall render a decision stating such details as will clearly show the nature of such controversy, and points in dispute disposed of by them and make a written report of their findings and recommendations, and shall furnish the governor and each party to the controversy a true and complete copy of the same, and shall have a copy thereof published in some local newspaper.

§ 7. In all cases where the application for arbitration is mutual, or both parties agree to submit to the decision of the board, said decision shall be final and binding upon the parties concerned in said controversy and dispute. In all cases where either party to a dispute refuses to agree to arbitration the decision of the board shall be final and binding upon the parties thereto, unless exceptions be filed with the clerk of said board, within five days after said decision is rendered and announced.

§ 8. Any employer, employer's agent, employee or authorized committee of employees, who shall violate the conditions of the decision of said board, as provided for in section seven of this act, shall be deemed guilty of a misdemeanor, and upon conviction thereof, in any court of competent jurisdiction, shall be punished by a fine of not less than fifty nor more than one hundred dollars, or by imprisonment in jail not exceeding six months, or by both such fine and imprisonment.

§ 9. Said board shall make biennial reports to the governor of the state, and shall include therein such statements, facts and explanations as will

disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to a speedy and satisfactory adjustment of disputes between employers and employees.

§ 10. Article 2 of chapter 121 of the Revised Statutes of Missouri, 1899, is hereby repealed.

§ 11. There being no adequate law in Missouri for the settling of dispute between employers and employees, creates an emergency within the meaning of the constitution; therefore, this act shall take effect and be in force from and after its passage.

MONTANA.

[The Political Code, Part III, Title VI, Chapter XIX. Original act passed in 1887, revised in 1895.]

Section 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board.

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars ($5) per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor.

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employees, the board must, on application as hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said

board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employee in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year.

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to em-

ployees by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employees work.

§ 3337. The parties to any controversy or difference as described in section 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employees, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employees, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 3333 of this code. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of

employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see section 9 of Massachusetts act, and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury.

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses, and necessary books or record, to be paid out of the treasury of the state, as by law provided.

NEW JERSEY.

[Public Laws of 1892, Chapter 137.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a State Board of Arbitration.

Be it enacted by the Senate and General Assembly of the State of New Jersey:

Section 1. That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators, and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

§ 2. And be it enacted that any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration. Upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

§ 3. And be it enacted that the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act. When the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

§ 4. And be it enacted that after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined. Such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided. The adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

§ 5. And be it enacted that when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such person may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 6. And be it enacted that within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term. Said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board, and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production, as

is possessed by the courts of record or the judges thereof in this state. Said arbitrators of said state board, and the clerk thereof, shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol, by the person having charge thereof, for the proper and convenient transaction of the business of said board. (See amendment by L. 1895, chap. 341, below.)

§ 7. And be it enacted that an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case. It shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration. Such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party. Any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 8. And be it enacted that whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed with as little delay as possible to the locality of such grievance or dispute and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power by its chairman or clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof in this state.

§ 9. And be it enacted that after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them. The decision shall be in triplicate, one copy of which

shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 10. And be it enacted that whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout, and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and if, in its judgment, it is deemed best to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

§ 11. And be it enacted that the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same.

§ 12. And be it enacted that said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees, and the improvement of the present system of production by labor.

§ 13. And be it enacted that each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers. (See amendment by L. 1895, chap. 341, below.)

§ 14. And be it enacted that whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

§ 15. And be it enacted that this act shall take effect immediately.

Approved March 24, 1892.

[Public Laws of 1895, Chapter 341.]

A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

Be it enacted by the Senate and General Assembly of the State of New Jersey:

Section 1. That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a

board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars ($1,200) per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars ($200) per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

§ 2. And be it enacted that in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

§ 3. And be it enacted that the term of office of the arbitrators now acting as a board of arbitrators shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

§ 4. And be it enacted that after the expiration of the terms of office of the persons named in this supplement the governor shall appoint, by and with the advice and consent of the senate, their successors for the length of term and at the salary named in the first section of this supplement.

§ 5. And be it enacted that this act shall take effect immediately.

Approved March 25, 1895.

NEW YORK.

[Laws of 1886, Chapter 410, as amended by L. 1887, Chapter 63, and constituting Article X of the Labor Law (Chapter 415, L. 1897). Amended further by L. 1901, Chapter 9, below.]

ARTICLE X.

STATE BOARD OF MEDIATION AND ARBITRATION.

Section 140. Organization of board.
141. Secretary and his duties.
142. Arbitration by the board.
143. Mediation in case of strike or lockout.
144. Decision of board.
145. Annual report.
146. Submission of controversies to local arbitrators.
147. Consent; oath; powers of arbitrators.
148. Decision of arbitrators.
149. Appeals.

Section 140. Organization of board.—There shall continue to be a state board of mediation and arbitration, consisting of three competent persons to be known as arbitrators, appointed by the governor by and with the advice and consent of the senate, each of whom shall hold his office for the term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect, shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January. One member of such board shall belong to the political party

casting the highest, and one to the party casting the next highest number of votes for governor at the last preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this state. Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place in the state. Examinations or investigations ordered by the board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the board. (See amendment by L. 1901, chap. 9, below.)

§ 141. Secretary and his duties.—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the board may prescribe. He may, under the direction of the board, issue subpoenas and administer oaths in all cases before the board, and call for and examine books, papers and documents of any parties to the controversy. He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board. (See amendment by L. 1901, chap. 9, below.)

§ 142. Arbitration by the board.—A grievance or dispute between an employer and his employees may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lockout or strike. Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. Mediation in case of strike or lockout.—Whenever a strike or lockout occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. Decisions of board.—Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy. Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. Annual report.—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each contro-

versy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.**—A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators consisting of three persons for hearing and settlement. When the employees concerned are members in good standing of a labor organization which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board. If the employees concerned in such grievance or dispute are members of (*sic*) good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. **Consent; oath; powers of arbitrators.**—Before entering upon his duties each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy. The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony. The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. **Decision of arbitrators.**—The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration. One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.**—The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

[Laws of 1901, Chapter 9.]

An Act to create a Department of Labor and the office of commissioner of labor, and abolishing the offices of commissioner of labor statistics and factory inspector, and the State Board of Mediation and Arbitration.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. **Department of Labor and office of commissioner of labor created.**—A department of labor and the office of commissioner of labor are hereby

created. Within twenty days after this act takes effect the governor, by and with the advice and consent of the senate, shall appoint a commissioner of labor, who shall hold his office until January first, nineteen hundred and five. A successor to such commissioner shall be appointed in like manner and shall hold his office for a term of four years, beginning on the first day of January of the year in which he is appointed. Such commissioner shall be the head of such department and receive an annual salary of three thousand five hundred dollars.

§ 2. **Offices abolished; powers of commissioners of labor.**—The offices of commissioner of labor statistics and factory inspector, and the state board of mediation and arbitration, shall be abolished upon the appointment and qualification of such commissioner of labor. The commissioner of labor shall have the powers conferred and perform the duties imposed by law upon the commissioner of labor statistics and the factory inspector.

§ 4. **Bureaus of department.**—The department of labor shall be divided by the commissioner of labor into three bureaus as follows: factory inspection, labor statistics and mediation and arbitration. The bureau of factory inspection shall be under the special charge of the first deputy commissioner of labor, who under the supervision and direction of the commissioner of labor shall have such of the powers conferred, and perform such of the duties imposed, by law upon the factory inspector, as shall be designated by the commissioner of labor. The bureau of labor statistics shall be under the special charge of the second deputy commissioner of labor, who, subject to the supervision and direction of the commissioner of labor shall have such of the powers conferred and perform such of the duties imposed by law upon the commissioner of labor statistics, as shall be designated by the commissioner of labor. The bureau of mediation and arbitration shall be under the special charge and supervision of the commissioner of labor, who, together with the first and second deputy commissioners of labor shall constitute a board, which shall have the powers conferred, and perform the duties imposed, by law on the state board of mediation and arbitration. The powers hereby conferred upon the first and second deputy commissioners shall not include the appointment of officers, clerks or other employees in any of the bureaus of the department of labor.

§ 5. **Officers and employees.**—Except as provided by this act, the deputies, officers and employees in the office of or appointed by the factory inspector, the commissioner of labor statistics, and the state board of mediation and arbitration are continued in office until removed pursuant to law.

§ 6. **Construction.**—Wherever the terms commissioner of labor statistics, or factory inspector, occur in any law, they shall be deemed to refer to the commissioner of labor, and wherever the term state board of mediation and arbitration occurs in any law, it shall be deemed to refer to the board created by this act.

§ 7. **Pending actions and proceedings.**—This act shall not affect pending actions or proceedings, civil or criminal, brought by or against the commissioner of labor statistics or factory inspector. All proceedings and matters pending before the state board of mediation and arbitration when this act takes effect shall be continued and completed before the board hereby created; and where a grievance or dispute has been submitted to the state board of mediation and arbitration, prior to the taking effect

of this act, the board hereby created may make such further investigation in relation thereto as it deems necessary.

§ 8. Repeal.—All acts and parts of acts inconsistent with this act are hereby repealed.

§ 9. This act shall take effect immediately.

Approved February 7, 1901.

NORTH DAKOTA.

[Laws of 1890, Chapter 46, section 7.]

Section 7. If any difference shall arise between any corporation or person, employing twenty-five or more employees, and such employees, threatening to result, or resulting in a strike on the part of such employees, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employees, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employees.

OHIO.

[Act of March 14, 1893, as amended by Acts of May 18, 1894, and April 24, 1896.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and their employees and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employees," passed February tenth, eighteen hundred and eighty-five.

Be it enacted by the General Assembly of the State of Ohio:

Section 1. That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employee or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

§ 2. One shall be appointed for one year, one for two years and one for three years, and all appointments thereafter shall be for three years, or until their respective successors are appointed in the manner above provided. If for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The board shall, as soon as possible after its organi-

zation, establish such rules of procedure as shall be approved by the governor.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers cooperating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so cooperating. And where any strike or lockout extends to several counties, the expenses incurred under this act are not payable out of the state treasury, but shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by the board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice

shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

§ 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief or otherwise to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

§ 10. The parties to any controversy or difference, as described in section four of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation. Such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

§ 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county, in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

§ 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

§ 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred in his vicinity, he shall at once notify the state board of the

fact, giving the name and location of the employer, the nature of the trouble and the number of employees involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred in this state, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees.

§ 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

§ 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

§ 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of and to the speedy and satisfactory adjustment of disputes between employers and employees.

§ 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member, and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant-general shall provide rooms suitable for such meeting.

§ 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the revised statutes of the state, passed February 10, 1885, is hereby repealed.

§ 19. This act shall take effect and be in force from and after its passage.

PENNSYLVANIA.

[Laws of 1893, No. 55.]

An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.

Whereas, The great industries of this commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the state vast expense to protect life and property and preserve the public peace:

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and employees, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

Section 1. Be it enacted, &c., That whenever any differences arise between employers and employees in the mining, manufacturing or transportation industries of the commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

§ 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute,

one of whom shall be designated by the said judge as president of the board of arbitration. Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration. The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

§ 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated, after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballotings he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

§ 4. That as soon as the board is organized the president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employees shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

§ 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed

from the treasury of the said county the same fees now allowed by law for similar services.

§ 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereupon and attested by the secretary, and their decisions together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

§ 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed.

Approved May 18, 1893.

TEXAS.

[Laws of 1895, Chapter 379.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employees, and to authorize the creation of a Board of Arbitration; to provide the compensation of said board, and to provide penalties for the violation hereof.

Be it enacted by the Legislature of the State of Texas:

Section 1. That whenever any grievance or dispute of any nature, growing out of the relation of employer and employees, shall arise or exist between employer and employees, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate and determine the same. Said board shall consist of five (5) persons. When the employees concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

§ 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and

the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbiration is sought.

§ 3. That when a controversy involves and affects the interests of two or more classes or grades of employees belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators selected by the employees shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

§ 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employees, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows:

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

§ 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing, which shall be not more than ten days after such agreement to arbitrate has been filed.

§ 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of

record or the judge thereof in this state. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section one, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

§ 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent, to discharge the employees parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employees to order, nor for the employees to unite in, aid or abet strikes or boycotts against such employer or receiver.

§ 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

§ 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employees or their duly authorized representative. That the award being filed in the clerk's office of the district court, as hereinbefore provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

§ 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be en-

tered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the court of civil appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said court of civil appeals upon said questions shall be final, and being certified by the clerk of said court of civil appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

§ 12. The near approach of the end of the session, and the great number of bills requiring the attention of the legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended.

Approved April 24, 1895.

UTAH.

[Chapter 68, Laws of 1901, superseding L. 1896, ch. 62.]

An Act to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between employers and their employees; to define the power and duties of the said Board; fixing its members' compensation, and repealing chapter one, of title thirty-six of the Revised Statutes of Utah, eighteen hundred and ninety-eight.

Be it enacted by the Legislature of the State of Utah:

Section 1. **Appointment; qualifications; term.**—Upon the approval of this act the governor, by and with the consent of the senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a state board of labor, conciliation and arbitration. One shall be an employer of labor; another shall be an employee, and be selected from some labor organization; the third shall be some person who is neither an employee nor an employer of manual labor, and shall be chairman of the board. One shall serve for one year, one for three years and one for five years, as may be designated by the governor at the time of their appointment. At the expiration of their terms their successors shall be appointed in like manner for the term of four years. Should a vacancy occur at any time the governor shall, in the same manner, appoint some one to serve the unexpired term, and until the appointment and qualification of his successor. Each member of said board shall, before entering upon his duties, take the constitutional oath of office. The board shall select from its members a secretary and shall establish suitable rules of procedure.

§ 2. **Duty of board when strike or lockout is threatened.**—Whenever it shall come to the knowledge of the said board that a strike or lockout is seriously threatened in the state, involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the said board to put itself into communication as soon as may be with

such employer and employees, and endeavor by mediation to effect an amicable settlement. Said board shall also request each of the parties to forward to its secretary an application for arbitration.

§ 3. **Duty of board after application to arbitrate received.**—As soon as practicable after receiving such application the board shall request each of the parties to the dispute to agree upon a written statement of facts relating to the controversy and to submit the same to the board: *Provided*, That when such agreement and statement cannot be reached, each of said parties may separately submit to the board a written statement of grievances. Applications to the said board for arbitration on the part of employers must precede any lockout, and, on the part of the employees, any strike: *Provided*, That in case a lockout or strike already exists, the board shall accord arbitration if the parties shall resume their relations with each other as employers and employees. Said applications shall include a promise to abide by the decision of the board, and shall be signed by the employer or employers, or his or their authorized agent, on the one side, and by a majority of his or their employees on the other.

§ 4. **Board to arbitrate; may employ stenographer.**—As soon as practicable after receiving said applications the board shall proceed to arbitrate. When it shall be necessary, in the judgment of said board, it may engage the services of a stenographer to take and transcribe an account of any arbitration proceedings.

§ 5. **May subpoena witnesses; general powers.**—The board shall have power to summon as witnesses by subpoena any operative or expert in the departments of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses, and to require the production of books, papers and records. In case of disobedience to a subpoena the board may invoke the aid of any court in the state in requiring the attendance and testimony of witnesses, and the production of books, papers and documents under the provisions of this section. Any of the district courts of the state within the jurisdiction of which such inquiry is carried on may, in case of contumacy or refusal to obey a subpoena issued to any such witness, issue an order requiring such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof.

§ 6. **Mayors and sheriffs to notify board of threatened strikes or lockouts.**—It shall be the duty of mayors of cities and sheriffs of counties, when any condition likely to lead to a strike or lockout exists in the cities or districts where they have jurisdiction, to immediately forward information of the same to the secretary of the state board of conciliation and arbitration. Such information shall include the names and addresses of persons who should be communicated with by the board.

§ 7. **Sheriff to serve process.**—Any notice or process issued by the state board of labor, conciliation and arbitration shall be served by any sheriff to whom the same may be directed, or in whose hands the same may be placed for service, without charge.

§ 8. **Decision of board.**—As soon as practicable after the board has investigated the differences existing between employer and employees, it shall

make an equitable decision which shall state what, if anything, should be done by either or both parties to the dispute in order to amicably settle and adjust the differences existing between them. The findings of a majority of the board shall constitute its decision.

§9. **Decision to be recorded and made public.**—This decision shall at once be made public; shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in an annual report to be made to the governor before the first day of March of each year.

§ 10. **Compensation of members.**—The members of the board shall each receive a compensation of four dollars for each day's services while engaged in arbitration, said compensation to be paid by the parties to the controversy in such proportion as the board may decide; they shall also receive the actual and necessary expenses incurred in the performance of their official duties, which expenses shall be paid out of the state treasury.

§ 11. **Repeal.**—Chapter 1 of title 36 of the revised statutes of Utah, 1898, is hereby repealed.

§ 12. This act shall take effect upon approval.

Approved this 14th day of March, 1901.

WASHINGTON.

[Laws of 1903, Chapter 58.]

An Act to provide for the arbitration and settlement of differences between employers and employees, making an appropriation therefor and declaring an emergency.

Be it enacted by Legislature of the State of Washington:

Section 1. It shall be the duty of the state labor commissioner upon application of any employer or employee having differences, as soon as practicable, to visit the location of such differences and to make a careful inquiry into the cause thereof and to advise the respective parties, what, if anything, ought to be done or submitted to by both to adjust said dispute and should such parties then still fail to agree to a settlement through said commissioner, then said commissioner shall endeavor to have said parties consent in writing to submit their differences to a board of arbitration to be chosen from citizens of the state as follows, to wit: Said employer shall appoint one and said employees acting through a majority, one, and these two shall select a third, these three to constitute the board of arbitration and the findings of said board of arbitration to be final.

§ 2. The proceedings of said board of arbitration shall be held before the commissioner of labor who shall act as moderator or chairman, without the privilege of voting, and who shall keep a record of the proceedings, issue subpoenas and administer oaths to the members of said board, and any witness said board may deem necessary to summon.

§ 3. Any notice or process issued by the board herein created, shall be served by any sheriff, coroner or constable to whom the same may be directed, or in whose hands the same may be placed for service.

§ 4. Such arbitrators shall receive five dollars per day for each day actually engaged in such arbitration and the necessary traveling expenses to be paid upon certificate of the labor commissioner out of the fund appropriated

for the purpose or at the disposal of the bureau of labor applicable to such expenditure.

§ 5. Upon the failure of the labor commissioner, in any case, to secure the creation of a board of arbitration, it shall become his duty to request a sworn statement from each party to the dispute of the facts upon which their dispute and their reasons for not submitting the same to arbitration are based. Any sworn statement made to the labor commissioner under this provision shall be for public use and shall be given publicly in such newspapers as desire to use it.

§ 6. There is hereby appropriated out of the state treasury from funds not otherwise appropriated the sum of three thousand dollars, or so much thereof as may be necessary, to carry out the provisions of this act. In case the funds herein provided are exhausted and either party to a proposed arbitration shall tender the necessary expenses for conducting said arbitration, then it shall be the duty of the state labor commissioner to request the opposite party to arbitrate such differences in accordance with the provisions of this act.

§ 7. An emergency exists and the act shall take effect immediately.

Approved March 9, 1903.

WISCONSIN.

[Laws of 1895, Chapter 364, as amended by L. 1897, ch. 258.]

An Act to provide for a State Board of Arbitration and Conciliation for the settlement of differences between employers and their employees.

The People of the State of Wisconsin, Represented in Senate and Assembly, do enact as follows:

Section 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary. All requests and communications intended for said board may be addressed to the governor at Madison, who shall at once refer the same to the said board for their action.

§ 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

§ 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board may without any application therefor, and upon application as hereinafter provided, and as soon as practicable thereafter, shall visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what (if anything), should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

§ 4. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

§ 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

§ 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employees by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

§ 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its decision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

§ 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section nine of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

§ 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employees, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

§ 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

§ 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the performance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

§ 12. The act shall take effect and be in force from and after its passage and publication.

WYOMING.

[State Constitution, Article V.*]

Section 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

§ 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

CANADA.

[63-64 Victoria, Chapter 24.]

An Act to aid in the prevention and settlement of trade disputes, and to provide for the publication of statistical industrial information. [Assented to July 18, 1900.]

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. This act may be cited as the Conciliation Act, 1900.

2. In this act, unless the context otherwise requires, the expression 'minister' means the member of Her Majesty's Privy Council for Canada, to whom, for the time being, the governor in council may assign the carrying out of the provisions of this act.

3. Any board established either before or after the passing of this act, which is constituted for the purpose of settling disputes between employers and workmen by conciliation or arbitration, or any association or body authorized by an agreement in writing made between employers and workmen to deal with such disputes (in this act referred to as a conciliation board) may apply to the minister for registration under this act.

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*By an act approved February 16, 1901, the Wyoming legislature directed the governor to appoint a legislative commission "to investigate the subject of arbitration and the necessity for the creation of a state board of arbitration, and such other matters connected with the subject of arbitration as would tend to disclose the necessity for legislation upon this subject," which commission was to report at the next session of the legislature. No law has thus far been passed by Wyoming, however.

(2) The application must be accompanied by copies of the constitution, by-laws and regulations of the conciliation board, with such other information as the minister may reasonably require.

(3) The minister shall keep a register of conciliation boards, and enter therein with respect to each registered board its name and principal office, and such other particulars as he thinks expedient; and any registered conciliation board shall be entitled to have its name removed from the register on sending to the minister a written application to that effect.

(4) Every registered conciliation board shall furnish such returns, reports of its proceedings and other documents as the minister may reasonably require.

(5) The minister may, on being satisfied that a registered conciliation board has ceased to exist or to act, remove its name from the register.

4. Where a difference exists or is apprehended between an employer or any class of employers and workmen, or between different classes of workmen, the minister may, if he thinks fit, exercise all or any of the following powers, namely:

(a.) Inquire into the causes and circumstances of the difference;

(b.) Take such steps as to him seem expedient for the purpose of enabling the parties to the difference to meet together, by themselves or their representatives, under the presidency of a chairman mutually agreed upon or nominated by him or by some other person or body, with a view to the amicable settlement of the difference;

(c.) On the application of employers or workmen interested, and after taking into consideration the existence and adequacy of means available for conciliation in the district or trade and the circumstances of the case, appoint a person or persons to act as conciliator or as a board of conciliation;

(d.) On the application of both parties to the difference, appoint an arbitrator or arbitrators.

(2) If any person is so appointed to act as conciliator, he shall inquire into the causes and circumstances of the difference by communication with the parties, and otherwise shall endeavor to bring about a settlement of the difference, and shall report his proceedings to the minister.

(3) If a settlement of the difference is effected either by conciliation or by arbitration, a memorandum of the terms thereof shall be drawn up and signed by the parties or their representatives, and a copy thereof shall be delivered to and kept by the minister.

5. It shall be the duty of the conciliator to promote conditions favorable to a settlement by endeavoring to allay distrust, to remove causes of friction, to promote good feeling, to restore confidence and to encourage the parties to come together and themselves effect a settlement, and also to promote agreements between employers and employees with a view to the submission of differences to conciliation or arbitration before resorting to strikes or lockouts.

6. The conciliator or conciliation board may, when deemed advisable, invite others to assist them in the work of conciliation.

7. If before settlement is effected and while the difference is under the consideration of a conciliator or conciliation board, such conciliator or conciliation board is of opinion that some misunderstanding or disagreement

appears to exist between the parties as to the causes or circumstances of the difference, and, with a view to the removal of such misunderstanding or disagreement, desires an inquiry under oath into such causes and circumstances, and, in writing signed by such conciliator or the members of the conciliation board, as the case may be, communicates to the minister such desire for inquiry, and if the parties to the difference or their representatives in writing consent thereto, then, on his recommendation, the governor in council may appoint such conciliator or members of the conciliation board, or some other person or persons, a commissioner or commissioners, as the case may be, under the provisions of the act respecting inquiries concerning public matters to conduct such inquiry, and, for that purpose, may confer upon him or them the powers which under the said act may be conferred upon commissioners.

8. Proceedings before any conciliation or arbitration board shall be conducted in accordance with the regulations of such conciliation or arbitration board, as the case may be, or as is agreed upon by the parties to the difference or dispute.

9. If it appears to the minister that in any district or trade adequate means do not exist for having disputes submitted to a conciliation board for the district or trade, he may appoint any person or persons to inquire into the conditions of the district or trade, and to confer with the employers and employed, and, if he thinks fit, with any local authority or body, as to the expediency of establishing a conciliation board for such district or trade.

10. With a view to the dissemination of accurate statistical and other information relating to the conditions of labor, the minister shall establish and have charge of a department of labor, which shall collect, digest, and publish in suitable form statistical and other information relating to the conditions of labor, shall institute and conduct inquiries into important industrial questions upon which adequate information may not at present be available, and issue at least once in every month a publication to be known as the Labor Gazette, which shall contain information regarding conditions of the labor market and kindred subjects, and shall be distributed or procurable in accordance with terms and conditions in that behalf prescribed by the minister.

11. The expenses incurred in the carrying out of this act shall be defrayed out of the money provided for the purpose by Parliament.

12. An annual report with respect to the matters transacted by him under this act shall be made by the minister to the governor-general and shall be laid before parliament within the first fifteen days of each session thereof.

[3 Edward VII, Chapter 55.]

An Act to aid in the settlement of Railway Labour Disputes. [Assented to 10th July, 1903.]

Whereas from time to time differences may arise between Railway Companies and their employees which the parties thereto failing to adjust, may result in lockouts and strikes; and whereas railway lockouts and strikes may interfere with the proper and efficient transportation of mails, passengers and freight, interrupt the trade and commerce of the country, cause railways to fall into disrepair to the danger of the lives of pas-

sengers and employees, and in various other ways occasion serious injury both public and private; and whereas it is desirable to aid in the settlement of such differences: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows.

1. This Act may be cited as The Railway Labour Disputes Act, 1903.

2. In this Act, unless the context otherwise requires,—

(a.) The expression "Minister" means the Minister of Labour;

(b.) The expression "Department" means the Department of Labour;

(c.) The expression "Railway" means any railway whether operated by steam, electricity or other motive power, and whether under the jurisdiction of the Parliament of Canada or of the Legislature of any province;

(d.) The expression "Railway Employers" means any Company or Government owning or operating wholly or to a lesser extent any railway operated by steam, electricity or other motive power, and whether under the jurisdiction of the Parliament of Canada or of the Legislature of any province;

(e.) The expression "Railway Employee" means any person engaged to perform any work or service in respect of any railway whether operated by steam, electricity, or other motive power, and whether under the jurisdiction of the Parliament of Canada or of the Legislature of any province;

(f.) The expression "difference" means any dispute, disagreement or dissension which in the opinion of the Minister may have caused or may cause a lockout or strike on a railway or which has interfered or may interfere with the proper and efficient transportation of mails, passengers or freight, or the safety of persons employed upon any car or train;

(g.) The expression "Committee" means the Committee of Conciliation. Mediation and Investigation established under the provisions of this Act.

(h.) The expression "Board" means the Board of Arbitrators established under the provisions of this Act.

3. Whenever a difference exists between any railway employers and railway employees, and it appears to the Minister that the parties thereto are unable satisfactorily to adjust the same, and that by reason of such difference remaining unadjusted a railway lockout or strike has been or is likely to be caused or the regular and safe transportation of mails, passengers or freight has been or may be interrupted or the safety of any person employed on a railway train or car has been or is likely to be endangered, the Minister may either on the application of any party to the difference, or on the application of the corporation of any municipality directly affected by the difference, or of his own motion, cause inquiry to be made into the same and the cause thereof, and for that purpose may, under his hand and seal of office, establish a Committee of Conciliation, Mediation and Investigation to be composed of three persons to be named, one by the railway employers and one by the railway employees (parties to the difference), and the third by the two so named or by the parties to the difference in case they can agree. The Minister shall in writing notify each party to name a member of said committee stating in such notice a time not being later than five days after the receipt of such notice within which this is to be done and if either party within such time or any extension thereof that the Minister, on cause shown, may grant, refuse or

fail to name a member of said committee the Minister or the Lieutenant Governor in Council, as the case may be, as hereinafter provided, may appoint one in the place of the party so refusing or in default, and if the members of said committee so chosen fail to select a third member the Minister, or the Lieutenant Governor in Council, as the case may be, may make such selection.

4. It shall be the duty of the Conciliation Committee to endeavour by conciliation and meditation to assist in bringing about an amicable settlement of the difference to the satisfaction of both parties, and to report its proceedings to the Minister.

5. In case the Conciliation Committee is unable to effect an amicable settlement by conciliation or mediation, the Minister may refer the difference to arbitration under the provisions of this Act.

(a.) If acceptable to both parties, the Conciliation Committee may act as a Board of Arbitrators.

(b.) In case of objection by either party to its representative on the Conciliation Committee acting as a member of the Board of Arbitrators, or to the chairman of said Conciliation Committee being a member of the Board of Arbitrators, new representatives on the Board of Arbitrators shall be appointed, in place of the member or members of the Conciliation Committee objected to, in like manner as the original members of the Conciliation Committee were appointed.

The Board of Arbitrators so chosen shall be established by the Minister under his hand and seal of office.

6. If any member of said committee or board shall die, refuse, neglect or become incapable to act, then whenever the same shall happen a successor shall be appointed in like manner as is above provided in respect of the original member of committee or board. Before such appointment the name of the person proposed to be appointed shall be submitted to both parties to the difference and there shall be afforded to each of them an opportunity, within such time as the Minister may fix, of making known to the appointing authority whether such proposed appointee is objected to, it being intended that it shall be endeavoured to appoint only such person as shall not be reasonably objected to by either party.

7. In the event of the establishment of a committee of conciliation, mediation and investigation, or of a board of arbitrators to deal with any differences between the Government of Canada in respect of the Intercolonial Railway and the Prince Edward Island Railway and any of its employees, the power to appoint conciliators or arbitrators which otherwise in accordance with the foregoing provisions might be exercisable by the Minister shall be exercisable either by the Lieutenant Governor in Council of the Province of Quebec, of New Brunswick, of Nova Scotia, or of Prince Edward Island (in this Act called the Lieutenant Governor in Council), as the Minister shall for that purpose in each case of conciliation or arbitration in writing name.

8. The third member of the said committee or board shall be the chairman.

9. In case of arbitration pursuant to the provision hereinbefore contained the findings and recommendations of the majority shall be those of the Board. In case of the absence of any one arbitrator from a meeting of the Board the other two arbitrators shall not proceed unless it be shown that

the third arbitrator has been notified of the meeting in ample time to admit of his attendance.

10. Forthwith after the appointment of the Board the chairman shall promptly convene the same, and the Board shall in such manner as it thinks advisable make thorough, careful and expeditious inquiry into all the facts and circumstances connected with the difference and the cause thereof and shall consider what would be reasonable and proper to be done by both or either of the parties with a view to putting an end to the difference, and to preventing its recurrence and shall with all reasonable speed make to the Minister a written report setting forth the various proceedings and steps taken by the Board for the purpose of fully and correctly ascertaining all the facts and circumstances, and also setting forth said facts and circumstances, and its findings therefrom including the cause of the difference and the Board's recommendations with a view to its removal, and the prevention of its recurrence.

11. The Minister shall forthwith cause the report to be filed in the office of the Department, and a copy thereof to be sent free of charge to each party to the difference and to any municipal corporation as aforesaid, and to the representative of any newspaper published in Canada who may apply therefor; any other person shall be entitled to a copy on payment of the actual cost thereof.

12. For the information of Parliament and the public the report shall without delay be published in the *Labour Gazette*, and be included in the annual report of the Department of Labour to the Governor General.

13. For the purpose of such inquiry the Board shall have all the power of summoning before it any witnesses, and of requiring them to give evidence on oath, or on solemn affirmation, if they are persons entitled to affirm in civil matters, and produce such documents and things as the Board deems requisite to the full investigation of the matters into which it is inquiring, and shall have the same power to enforce the attendance of witnesses, and to compel them to give evidence as is vested in any court of record in civil cases; but no such witness shall be compelled to answer any question, by his answer to which he might render himself liable to a criminal prosecution.

14. On the application of any of the parties, or on its own motion, the Board may issue summonses to such persons as the Board may think necessary to give evidence in the case, and any witness summoned by the Board shall be entitled to free transportation over any railway en route when proceeding to the place of meeting of the Board, and thereafter returning to his home, and the Board shall furnish to such witness a proper certificate evidencing his right to such free transportation.

15. The summons shall be in such form as the Minister shall prescribe, and may require such persons to produce before the Board any books, papers, or other documents in his possession or under his control, in any way relating to the proceedings.

16. All books, papers, and other documents, produced before the Board, whether voluntarily or in pursuance to summons, may be inspected by the Board and also by such of the parties as the Board allows; but the information obtained therefrom shall not be made public, and such parts of the books, papers, and documents as, in the opinion of the Board, do not relate to the matter at issue, may be sealed up.

17. The Department will pay to each member of a Conciliation Committee or Board of Arbitration his actual travelling expenses and also to each of them other than the chairman, ten dollars per day for each day that he shall attend a meeting of the Committee or Board or be engaged in travelling from or to his home (being in Canada) for the purpose of attending or after having attended a meeting of the Committee or Board. The Department will pay to the chairman such sum as the Governor in Council deems reasonable. The Department will also at its expense provide the Committee or Board with a stenographer, secretary and any other clerical assistance that to the Minister may appear necessary for the efficient carrying out of the provisions of this Act.

18. The report of the Conciliation Committee and the report of the Board shall be signed by such of the members as concur therein, and may also be signed by a dissenting member.

19. No counsel or solicitor shall be entitled to appear before the Board except with the consent of all parties to the difference, and notwithstanding such consent, the Board may, if it deems it advisable, decline to allow counsel or solicitors to appear before it. The parties to the difference may appear in person or by agents.

20. No court of the Dominion of Canada or of any Province or Territory shall have or possess any power or jurisdiction to recognize or enforce or to receive in evidence any report of the said Board of Arbitrators or any report of the said Committee of Conciliation, or any testimony or proceedings before either the said Board or Committee as against any party or person or for any purpose whatsoever, except in case of prosecution for perjury.

21. Where the difference, which is being inquired into, affects a class of employees, it shall not be necessary for them all to take part in the inquiry, but the class may be represented by a limited number chosen by a majority or by agents other than counsel or solicitor.

22. If, in any proceedings before the Board, any person wilfully insults any member of the Board, or wilfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any unlawful contempt in the face of the Board, it shall be lawful for any member of the Board or constable to take the person offending into custody and remove him from the precincts of the Board and retain him in custody until the rising of the Board.

23. It shall be in the discretion of the Board to conduct its proceedings in public or in private.

24. The Minister may from time to time make, alter and amend regulations, as to the time within which any thing hereby authorized shall be done, and also as to any other matter or thing which appears to him necessary or advisable in order to the effectual working of the several provisions of this Act.

INDEX

TO

ASSEMBLY DOCUMENTS.

1904.

A.

No.

Adirondack committee to examine State property, special report of..... 60

Adjutant-General, annual report of..... 10

Adult blind, report of commission to investigate condition of. 6

Agriculture, annual report of the State Department..... 30

Albion, House of Refuge for Women at, annual report of..... 19

American Scenic and Historic Preservation Society, annual report of..... 62

American Society for the Prevention of Cruelty to Animals, annual report of..... 40

Assembly, list of committees..... 3

Assembly, list of members..... 1

B.

Batavia, State School for the Blind at, annual report of..... 56

Bedford, Reformatory for Women at, annual report of..... 18

Berkshire Industrial Farm, annual report of..... 47

Board of Commissioners of Quarantine, annual report of.... 39

Brooklyn Society for Prevention of Cruelty to Children, annual report of..... 33

C.

No.

Cancer Laboratory, annual report of..... 11
Catholic Protectory at Westchester, annual report of..... 27
Central New York Institute for Deaf-Mutes at Rome, annual report of..... 22
Children's Aid Society, annual report of..... 12
Commissioners of Palisades Interstate Park, annual report of. 55
Commissioners of the Land Office in relation to escheated lands, annual report of..... 41
Commission to Investigate the Condition of Adult Blind, report of..... 6
Comptroller, relative to expenditures on the canals..... 5
Comptroller, report of..... 4
Conrad Poppenhusen Association, annual report of..... 63
Cooper Union for the Advancement of Science and Art, annual report of..... 57
Craig Colony for Epileptics, annual report of Board of Managers 24
Custodial Asylum at Rome, annual report of..... 31
Custodial Asylum for Feeble-Minded Women at Newark, annual report of..... 20

E.

Episcopal fund, report of the treasurer..... 8
Excise Department, annual report of..... 66

F.

Fiscal Supervisor of State Charities, annual report of..... 42
Forest, Fish and Game Commission, preliminary report of.. 51
Forest, Fish and Game Commission, annual report of..... 69

No.

Forest, Fish and Game Commission, special report relative to forest fires..... 52

Forest, Fish and Game Commission, special report relative to shell fisheries..... 53

G.

Governor's message..... 2

Governor, statement of pardons, commutations and respites granted by..... 28

H.

Health Department, annual report of..... 67

Hood Wright Memorial Hospital, New York city, annual report of..... 48

I.

Insurance, annual report of Superintendent of..... 54

L.

Labor Department annual report of..... 61

Land Office, annual report of Commissioners in relation to escheated lands..... 41

Le Couteulx St. Mary's Institute for Improvevd Instruction of Deaf-Mutes, annual report of..... 59

List of Assembly committees..... 3

List of Members of Assembly..... 1

Lunacy Commission, annual report of..... 49

M.

Message from Governor..... 2

N.

No.

New York Catholic Protectory at Westchester, annual report of 27

New York Hospital Society, annual report of..... 25

New York Institution for Instruction of the Deaf and Dumb, annual report of..... 23

New York Institution for the Blind, annual report of..... 13

New York Juvenile Asylum, annual report of..... 36

New York Monuments Commission, special report of..... 50

New York State Hospital for the Care of Crippled and Deformed Children, annual report of..... 29

New York State Reformatory for Women at Bedford, annual report of..... 18

Niagara State Reservation, annual report of the Commissioners 34

Northern New York Institution for Deaf-Mutes at Malone, annual report of..... 46

O.

Onondaga Salt Springs, annual report of the Superintendent. 14

P.

Palisades Interstate Park, report of Commissioners of..... 55

Pardons, commutations and respites granted by the Governor. 28

Pharmacy, State Board, annual report of..... 32

Public Instructions, annual report of the State Superintendent 68

Q.

Quarantine Commissioners, annual report of..... 39

R.

No.

Report of:

Adirondack committee to examine State property..... 60

Adjutant-General 10

American Scenic and Historic Preservation Society..... 62

American Society for the Prevention of Cruelty to Animals 40

Berkshire Industrial Farm..... 47

Board of Commissioners of Quarantine..... 39

Board of Managers, Craig Colony for Epileptics..... 24

Brooklyn Society for the Prevention of Cruelty to Children 33

Cancer Laboratory..... 11

Central New York Institute for Deaf-Mutes at Rome.... 22

Children's Aid Society..... 12

Commissioners of the Land Office in relation to escheated lands 41

Commissioners of the State Reservation at Niagara..... 34

Commission to Investigate the Condition of Adult Blind. 6

Comptroller 4

Comptroller on expenditures on the canals..... 5

Conrad Poppenhusen Association..... 63

Cooper Union for the Advancement of Science and Art.. 57

Department of Agriculture..... 30

Fiscal Supervisor of State Charities..... 42

Forest, Fish and Game Commission..... 51

Forest, Fish and Game Commission..... 69

Forest, Fish and Game Commission, relative to forest fires 52

Report of—Continued. No.

Forest, Fish and Game Commission, relative to shell fisheries 53

Le Couteulx St. Mary's Institute for Improved Instruction of Deaf-Mutes..... 59

New York Catholic Protectory at Westchester..... 27

New York Hospital Society..... 25

New York Institution for Instruction of the Deaf and Dumb 23

New York Institution for the Blind..... 13

New York Juvenile Asylum..... 36

New York Monuments Commission..... 50

New York State Reformatory for Women at Bedford.... 18

Northern New York Institution for Deaf-Mutes at Malone 46

Onondaga Salt Springs..... 14

Palisades Interstate Park Commissioners..... 55

Rome State Custodial Asylum..... 31

St. Joseph's Institute for the Improved Instruction of Deaf-Mutes, New York city..... 21

Societies for the Prevention of Cruelty to Children and Animals 38

Society for the Reformation of Juvenile Delinquents.... 45

Soldiers and Sailors' Home at Bath..... 9

State Board of Pharmacy..... 32

State Commission in Lunacy..... 49

State Custodial Asylum for Feeble-Minded Women at Newark 20

State Department of Excise..... 66

State Department of Health..... 67

State Department of Labor..... 61

Report of—Continued. No.

State Engineer and Surveyor..... 65

State Hospital for the Care of Crippled and Deformed Children 29

State Racing Commission..... 64

State School for the Blind at Batavia..... 56

Superintendent of Banks, on Savings Banks, Trust Companies and Safe Deposit Companies..... 43

Superintendent of Banks, relative to Building and Loan and Co-operative Savings and Loan Associations..... 44

Superintendent of Insurance..... 54

Superintendent of Public Buildings..... 26

Superintendent of Public Instruction..... 68

Syracuse State Institution for Feeble-Minded Children.. 17

Thomas Asylum for Orphan and Destitute Children at Iroquois 16

Treasurer of the Episcopal Fund..... 8

Trustees for the Improved Instruction of Deaf-Mutes.... 37

Trustees of the Sailors' Snug Harbor in city of New York. 58

Volunteer Life Saving Corps..... 35

Webb's Academy and Home for Shipbuilders..... 7

Western House of Refuge for Women at Albion..... 19

Wright, J. Hood, Memorial Hospital in city of New York. 48

Wyoming Benevolent Institute..... 15

S.

St. Joseph's Institute for the Improved Instruction of Deaf-Mutes, New York city, annual report of..... 21

Society for Prevention of Cruelty to Children and Animals, annual report of..... 38

No.

Society for the Reformation of Juvenile Delinquents, annual report of..... 45

Soldiers and Sailors' Home at Bath, annual report of..... 9

Special report of Forest, Fish and Game Commission, relative to forest fires..... 52

Special report of Forest, Fish and Game Commission, relative to shell fisheries..... 53

Special report of the New York Monuments Commission..... 50

State Board of Pharmacy, annual report of..... 32

State Commission in Lunacy, annual report of..... 49

State Comptroller, report of..... 4

State Custodial Asylum at Rome, annual report of..... 31

State Custodial Asylum for Feeble-Minded Women at Newark, annual report of..... 20

State Department of Agriculture, annual report of..... 30

State Department of Excise, annual report of..... 66

State Department of Health, annual report of..... 67

State Department of Labor, annual report of..... 61

State Engineer and Surveyor, annual report of..... 65

State Hospital for the Care of Crippled and Deformed Children, annual report of..... 29

Statement of pardons, commutations and respites granted by the Governor..... 28

State Racing Commission, annual report of..... 64

State Reservation at Niagara, annual report of Commissioners..... 34

State School for the Blind at Batavia, annual report of..... 56

Superintendent of Banks, on Savings Banks, Trust Companies and Safe Deposit Companies, annual report of..... 43

No.

Superintendent of Banks, relative to Building and Loan and Co-operative Savings and Loan Associations, annual report of 44

Superintendent of Insurance, annual report of..... 54

Superintendent of Onondaga Salt Springs, annual report of.. 14

Superintendent of Public Buildings, annual report of..... 26

Superintendent of Public Instructions, annual report of..... 68

Syracuse State Institution for Feeble-Minded Children, annual report of..... 17

T.

Thomas Asylum for Orphan and Destitute Children at Iroquois, annual report of..... 16

Treasurer of the Episcopal Fund, annual report of..... 8

Trustees for the Improved Instruction of Deaf-Mutes, annual report of..... 37

Trustees of the Sailors' Snug Harbor in city of New York, annual report of..... 58

V.

Volunteer Life Saving Corps, annual report of..... 35

W.

Webb's Academy and Home for Shipbuilders, annual report of 7

Western House of Refuge for Women at Albion, annual report of 19

Wright, J. Hood, Memorial Hospital in the city of New York, annual report of..... 48

Wyoming Benevolent Institute, annual report of..... 15

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